

INFORMATION TO OFFERORS OR QUOTERS		Solicitation Number: NNA08205346R <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Negotiated (RFP) <input type="checkbox"/> Negotiated (RFQ) <input type="checkbox"/> Negotiated (NRA)
OMB Control No.: 2700-0042	Exp. Date: N/A	
Issuing Office: NASA Ames Research Center Acquisition Division Moffett Field, CA 94035-1000	Point of Contact: NO COLLECT CALLS ACCEPTED Name: Natalie LeMar Mail Stop: 241-1 Telephone: (650) 604-3005 Fax: (650) 604-3020 Email: Natalie.R.LeMar@nasa.gov	
Item(s) to Be Acquired: Intelligent Systems Research and Development Support (ISRDS)		
This Solicitation Is: <input checked="" type="checkbox"/> Unrestricted--Full and Open Competition <input type="checkbox"/> Set-Aside % for <input type="checkbox"/> Small Business <input type="checkbox"/> 8(a) <input type="checkbox"/> HUBZone <input type="checkbox"/> SDVOSB <input type="checkbox"/> Small Business Competitiveness Demo Program <input type="checkbox"/> Designated Industry Group <input type="checkbox"/> Targeted Industry Category <input type="checkbox"/> Emerging Small Business Set-Aside <input type="checkbox"/> Agency Reinstated Small Business Set-Aside <input type="checkbox"/> Full and Open Competition <input type="checkbox"/> Intended for award with Other than Full and Open Competition pursuant to FAR 6.302-To: <i>Potential Offerors are invited to submit a proposal to demonstrate their capability to meet the requirements of this solicitation.</i> <input type="checkbox"/> For planning/informational purposes only and will not result directly in a contract award. See Section L.		
Ames Research Center procurements are published on the Internet. The ARC Procurement Site URL is: http://procure.arc.nasa.gov		
CRITICAL ELEMENTS OF INFORMATION: <i>Your attention is invited to the following:</i> <input checked="" type="checkbox"/> Section K. You MUST complete the "Representations, Certifications, and Other Statements" included here. <input checked="" type="checkbox"/> Sections L and M. Note the instructions contained therein, with particular attention to the Section L provision, "Late Submissions, Modifications, and Withdrawal of Bids," or "Late Submissions, Modifications, and Withdrawal of Proposals." Section M sets forth evaluation information. <input type="checkbox"/> Section L, NFS 1852.215-77. A pre-bid/proposal conference has been scheduled. <input checked="" type="checkbox"/> It is the policy of the United States that competitive procedures be used to the maximum practical extent in the awarding of subcontracts by prime contractors. This policy is endorsed and fully supported by NASA and Ames Research Center. See Section L, FAR 52.244-5. <input checked="" type="checkbox"/> Other: See procurement "Highlights of NASA Ames Research Center's Request for Proposal (RFP) for Intelligent Systems Research and Development Support" document.		
OTHER IMPORTANT INSTRUCTIONS: 1. The envelope(s) used to submit your reply must be plainly marked with the solicitation number (as shown above), and the date and local time set forth in the solicitation document for bid opening or receipt of proposal/price quotation. 2. You MUST acknowledge in your bid or proposal/quotation your receipt of any and all amendments to this solicitation. 3. IN THE EVENT OF A CONFLICT BETWEEN THIS COVER SHEET AND THE SOLICITATION, THE SOLICITATION TAKES PRECEDENCE.		

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFG 700)		RATING	PAGE 1	OF PAGES 93
2. CONTRACT NO.		3. SOLICITATION NO. NNA08205346R		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 05/12/08	
				6. REQUISITION/PURCHASE NO. 4200205346			
7. ISSUED BY NASA Ames Research Center Attn: Natalie LeMar, M/S 241-1 Moffett Field, CA 94035-1000			8. ADDRESS OFFER TO (If other than Item 7)				

NOTE: In sealed bid solicitations "offer" and "Offeror" mean "bid" and "bidder"

SOLICITATION

9. Sealed offers in original and 10 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8 or, if handcarried, in the depository located in **Bldg. 241, Room 261** until **June 26, 2008, Noon Local PST**.

CAUTION — LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Natalie LeMar	B. TELEPHONE NO. (NO COLLECT CALLS) (650) 604-3005	C. EMAIL ADDRESS Natalie.R.LeMar@nasa.gov
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	B	SUPPLIES OR SERVICES AND PRICE/COST				LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.	
	C	DESCRIPTION/SPECS./WORK STATEMENT				OF ATTACHMENTS	
	D	PACKAGING AND MARKING				PART IV - REPRESENTATIONS AND INSTRUCTIONS	
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	H	SPECIAL CONTRACT REQUIREMENTS			M	EVALUATION FACTORS FOR AWARD	

OFFER (Must be fully completed by Offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (**180** calendar days unless a different period is inserted by the Offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)		10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The Offeror acknowledges receipt of amendments to the SOLICITATION for Offerors and related documents numbered and dated: _____)		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO. AREA CODE NUMBER EXT		<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE	18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM 25
24. ADMINISTERED BY (If other than Item 7) CODE		25. PAYMENT WILL BE MADE BY CODE		CFS:203-18
		NASA Ames Research Center Accounting Operations Branch, Mail Stop 203-18 Moffett Field, CA 94035-1000		
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE

IMPORTANT -- Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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[END OF SECTION]

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1. SUPPLIES/SERVICES TO BE PROVIDED

(a) The contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to furnish the items below in accordance with the Description/Specification/Work Statement set forth in Section C and as identified under individual task orders.

1. Item No.	2. Description	3. Qty	4. Unit
*01A	Phase-In Period set forth in Section F, paragraph F.2(a).	1	Job
01B	Intelligent Systems Research and Development Support Base Period set forth in Section F, paragraph F.2(a).	TBD	Task Orders

*Line Item No. 01A: At the time of award a Phase-In Task will be awarded.

(b) OPTION PERIODS:

If Option Periods are exercised pursuant to Clause 52.217-9, "Option to Extend the Term of the Contract," the contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to furnish the items below in accordance with the Description/Specifications/Work Statement in Section C and as identified under individual task orders.

1. Item No.	2. Description	3. Qty	4. Unit
OPTION PERIOD 1			
02	Intelligent Systems Research and Development Support set forth in Section F, paragraph F.2(b).	TBD	Task Orders
OPTION PERIOD 2			
03	Intelligent Systems Research and Development Support set forth in Section F, paragraph F.2(c).	TBD	Task Orders
OPTION PERIOD 3			
04	Intelligent Systems Research and Development Support set forth in Section F, paragraph F.2(d).	TBD	Task Orders

(END OF CLAUSE)

B.2. ESTIMATED COST AND FIXED FEE

(a) Estimated Cost.

(1) The estimated cost of this Contract shall be the sum of the estimated costs set forth in task orders issued hereunder, including all modifications thereto.

(2) The minimum amount of supplies or services that shall be ordered during the effective period of this contract is \$250,000. The maximum amount of supplies or services that may be ordered for the potential 5 year period of the contract is \$300,000,000.00. Notwithstanding the maximum amount of the contract, the Government is not obligated to order work under this contract beyond the minimum amount set forth above. The maximum amount of the contract is derived from the Government estimate of \$60,000,000 per year.

(3) The minimum amount is reached when the sum of the dollar amounts of all ordered supplies or services, except for any adjustments made pursuant to the Limitation of Cost or Limitation of Funds clause, equals or exceeds the minimum amount stated in paragraph (2) above.

(4) The maximum amount is reached when the sum of the dollar amounts of all ordered supplies or services, except for any adjustments made pursuant to the Limitation of Cost or Limitation of Funds clause, equals the maximum amount stated in paragraph (2) above.

(5) The maximum amount, if reached, precludes the issuance of new orders for supplies or services under this contract. However, reaching the maximum amount does not preclude adjustments to the dollar amounts of existing placed orders, for actions that are within the scope of the placed orders, and which are made pursuant to existing contract authority, such as the Changes clause.

(b) Fixed Fee for Task Orders – The Contractor is entitled to the fee associated with task orders under this contract. For task orders under this contract the fixed fee amount associated with the task order shall be the fixed fee percentage proposed [*List here the fixed fee percentage proposed as reflected in the cost proposal %*] applied and calculated on total negotiated, **estimated** cost of the task order excluding Facilities Capital Cost of Money (COM).

(END OF CLAUSE)

B.3. CONTRACT FUNDING (NFS 1852.232-81) (JUNE 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$**TBD**. This allotment is for the line items 01A and 01B and covers the following estimated period of performance: date of award through **TBD**.

(b) An additional amount of \$**TBD** is obligated under this contract for payment of fee.

SUMMARY OF CONTRACT FUNDING	FROM	BY	TO
-----------------------------	------	----	----

Cost	\$TBD	\$TBD	\$TBD
Fixed Fee	\$TBD	\$TBD	\$TBD
Total Cost Plus Fixed Fee	\$TBD	\$TBD	\$TBD

(END OF CLAUSE)

B.4. LIMITATIONS ON PERIOD OF PERFORMANCE

The period of performance for issuing task orders under this contract is for 2 years from the effective date of the contract. This contract also includes three one-year options for additional ordering periods if exercised by the Government. Each individual task order will include its own period of performance.

(END OF CLAUSE)

[END OF SECTION]

SECTION C - DESCRIPTION/SPECIFICATION/WORK STATEMENT**C.1. STATEMENT OF WORK (ARC 52.211-93) (FEB 1997)**

(a) In accordance with the contract's terms and conditions, the Contractor shall furnish all personnel, services, equipment, materials, and facilities and do all other things necessary for, or incidental to performance of the requirements set forth herein.

(b) Work shall be accomplished in accordance with the Statement of Work dated March 21, 2008, entitled "Statement of Work for the Intelligent Systems Research and Development Support (ISRDS)," which is incorporated in Section J as Attachment 1.

(END OF CLAUSE)

[END OF SECTION]

SECTION D - PACKAGING AND MARKING**D.1. LISTING OF CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2)
(FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR website: <http://acquisition.gov/far/index.html>

NFS website: <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
None included by reference		

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
1852.211-70	SEP 2005	PACKAGING, HANDLING, AND TRANSPORTATION

(END OF CLAUSE)

[END OF SECTION]

SECTION E - INSPECTION AND ACCEPTANCE**E.1. LISTING OF CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR website: <http://acquisition.gov/far/index.html>

NFS website: <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
52.246-3	MAY 2001	INSPECTION OF SUPPLIES – COST REIMBURSEMENT
52.246-5	APR 1984	INSPECTION OF SERVICES – COST REIMBURSEMENT
52.246-8	MAY 2001	INSPECTION OF RESEARCH AND DEVELOPMENT COST-REIMBURSEMENT

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
None included by reference		

(END OF CLAUSE)

E.2. MATERIAL INSPECTION AND RECEIVING REPORT (NFS 1852.246-72) (AUG 2003)

(a) At the time of each delivery to the Government under this contract, the Contractor shall furnish a Material Inspection and Receiving Report (DD Form 250 series) prepared in triplicate, an original and 2 copies.

(b) The Contractor shall prepare the DD Form 250 in accordance with NASA FAR Supplement 1846.6. The Contractor shall enclose the copies of the DD Form 250 in the package or seal them in a waterproof envelope, which shall be securely attached to the exterior of the package in the most protected location.

(c) When more than one package is involved in a shipment, the Contractor shall list on the DD Form 250, as additional information, the quantity of packages and the package numbers. The Contractor shall forward the DD Form 250 with the lowest numbered package of the shipment and print the words "CONTAINS DD FORM 250" on the package.

(END OF CLAUSE)

[END OF SECTION]

SECTION F - DELIVERIES OR PERFORMANCE**F.1. LISTING OF CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2)
(FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR website: <http://acquisition.gov/far/index.html>

NFS website: <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
52.242-15	AUG 1989	STOP WORK ORDER (ALT I) (APR 1984)
52.247-34	NOV 1991	F.O.B. DESTINATION

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
None included by reference		

(END OF CLAUSE)

F.2. PERIOD OF PERFORMANCE

The performance period for issuing task orders under this contract is set forth below. Each individual task order will include its own period of performance.

(a) BASE PERIOD (Phase-In and Base Requirement)

The 30 day Phase-In shall be included in the Base Period performance period. The performance of the base period shall be for two (2) years from the effective date of the contract.

(b) OPTION PERIOD 1

If exercised, the period of performance shall be twelve (12) months from the end of the Base Period.

(c) OPTION PERIOD 2

If exercised, the period of performance shall be twelve (12) months from the end of the Option Period 1

(d) OPTION PERIOD 3

If exercised, the period of performance shall be twelve (12) months from the end of the Option Period 2.

(END OF CLAUSE)

F.3. DELIVERY SCHEDULE

(a) The Contractor shall deliver the supplies and services as required by this contract and the individual task orders.

(b) Unless specified otherwise, all items shall be delivered to:

Ames Research Center

Contract "TBD"

Moffett Field, CA 94035-1000

Attn: (Name of the Contracting Officer Technical Representative, Mail Stop TBD)

(c) All reports and documentation shall be mailed in accordance with Paragraph F.4, *Delivery of Reports*.

(END OF CLAUSE)

F.4. DELIVERY OF REPORTS

Unless otherwise specified, all reports shall be addressed to the recipients listed in Section J, Attachment 2, "Data Requirements List." Reports specific to task orders will be specified in the individual task order.

(END OF CLAUSE)

F.5. PLACE OF PERFORMANCE

The Contractor shall perform the work under this contract at NASA Ames Research Center, and at such other locations as directed by the Ames Research Center Contracting Officer.

(END OF CLAUSE)

F.6. NOTICE OF DELAY (ARC 52.249-90) (FEB 1997)

If, because of technical difficulties, the Contractor becomes unable to complete the contract work at the time specified, notwithstanding the exercise of good faith and diligent efforts in performing the work called for under this contract, the Contractor shall give the Contracting Officer written notice of the anticipated delay and the reasons for it. The notice and reasons shall be delivered promptly after the condition creating the anticipated delay becomes known to the Contractor but in no event less than 45 days before the completion date specified in this contract, unless otherwise permitted by the Contracting Officer. When notice is given, the Contracting Officer may extend the time specified in the schedule for such period as is deemed advisable.

(END OF CLAUSE)

[END OF SECTION]

SECTION G - CONTRACT ADMINISTRATION DATA**G.1. LISTING OF CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR website: <http://acquisition.gov/far/index.html>

NFS website: <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
None included by reference		

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
1852.227-70	MAY 2002	NEW TECHNOLOGY
1852.227-86	DEC 1987	COMMERCIAL COMPUTER SOFTWARE--LICENSING
1852.242-71	DEC 1988	TRAVEL OUTSIDE OF THE UNITED STATES
1852.242-73	NOV 2004	NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING

(END OF CLAUSE)

G.2. RESERVED**G.3. SUBMISSION OF VOUCHERS FOR PAYMENT (NFS 1852.216-87) (MAR 1998)**

(a) The designated billing office for cost vouchers for purposes of the Prompt Payment clause of this contract is indicated below. Public vouchers for payment of costs shall include a reference to the number of this contract.

(b)(1) If the contractor is authorized to submit interim cost vouchers directly to the NASA paying office, the original voucher should be submitted to:

Accounting Operations Branch
 NASA Ames Research Center
 M/S 203-18 Moffett Field, CA 94035-1000

(2) For any period that the Defense Contract Audit Agency has authorized the Contractor to submit interim cost vouchers directly to the Government paying office, interim vouchers are not required to be sent to the Auditor, and are considered to be provisionally approved for payment, subject to final audit.

(3) Copies of vouchers should be submitted as directed by the Contracting Officer.

(c) If the contractor is not authorized to submit interim cost vouchers directly to the paying office as described in paragraph (b), the contractor shall prepare and submit vouchers as follows:

(1) One original Standard Form (SF) 1034, SF 1035, or equivalent Contractor's attachment to:

[Insert the appropriate NASA or DCAA mailing office address
for submission of cost vouchers]

(2) Four copies of SF 1034, SF 1035A, or equivalent Contractor's attachment to the following offices by insertion in the memorandum block of their names and addresses:

(i) Copy 1 NASA Contracting Officer, STAMPED "INFO COPY"

NASA Ames Research Center
ATTN: Natalie LeMar, M/S 241-1
Moffett Field, CA 94035-1000

(ii) Copy 2 Auditor

Defense Contract Audit Agency
(Address Completed at Time of Award)

(iii) Copy 3 Contractor

(iv) Copy 4 Contract Administration Office (if applicable), STAMPED "INFO COPY"

(3) The Contracting Officer may designate other recipients as required.

(d) Public vouchers for payment of fee shall be prepared similarly to the procedures in paragraphs (b) or (c) of this clause, whichever is applicable, and forwarded to:

Accounting Operations Branch
NASA Ames Research Center
M/S 203-18
Moffett Field, CA 94035-1000

This is the designated billing office for fee vouchers for purposes of the Prompt Payment clause of this contract.

(e) In the event that amounts are withheld from payment in accordance with provisions of this contract, a separate voucher for the amount withheld will be required before payment for that amount may be made.

(END OF CLAUSE)

G.4. DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (NFS 1852.227-72) (JUL 1997)

(a) For purposes of administration of the clause of this contract entitled "New Technology" or "Patent Rights--Retention by the Contractor (Short Form)," whichever is included, the following named representatives are hereby designated by the Contracting Officer to administer such clause:

TITLE	OFFICE CODE	ADDRESS (INCLUDING ZIP CODE)
New Technology Representative	DTP	NASA Ames Research Center M/S 202A-3 Moffett Field, CA 94035-1000
Patent Representative	DL	NASA Ames Research Center M/S 202A-4 Moffett Field, CA 94035-1000

(b) Reports of reportable items, and disclosure of subject inventions, interim reports, final reports, utilization reports, and other reports required by the clause, as well as any correspondence with respect to such matters, should be directed to the New Technology Representative unless transmitted in response to correspondence or request from the Patent Representative. Inquiries or requests regarding disposition of rights, election of rights, or related matters should be directed to the Patent Representative. This clause shall be included in any subcontract hereunder requiring a "New Technology" clause or "Patent Rights--Retention by the Contractor (Short Form)" clause, unless otherwise authorized or directed by the Contracting Officer. The respective responsibilities and authorities of the above-named representatives are set forth in 1827.305-370 of the NASA FAR Supplement.

(END OF CLAUSE)

G.5. TECHNICAL DIRECTION (NFS 1852.242-70) (SEP 1993)

(a) Performance of the work under this contract is subject to the written technical direction of the Contracting Officer Technical Representative (COTR), who shall be specifically appointed by the Contracting Officer in writing in accordance with NASA FAR Supplement 1842.270. "Technical direction" means a directive to the Contractor that approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instruction to the Contractor. Technical direction includes requiring studies and pursuit of certain lines of inquiry regarding matters within the general tasks and requirements in Section C of this contract.

(b) The COTR does not have the authority to, and shall not, issue any instruction purporting to be technical direction that—

- (1) Constitutes an assignment of additional work outside the statement of work;
- (2) Constitutes a change as defined in the changes clause;
- (3) Constitutes a basis for any increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;
- (4) Changes any of the expressed terms, conditions, or specifications of the contract; or
- (5) Interferes with the contractor's rights to perform the terms and conditions of the contract.

(c) All technical direction shall be issued in writing by the COTR.

(d) The Contractor shall proceed promptly with the performance of technical direction duly issued by the COTR in the manner prescribed by this clause and within the COTR's authority. If, in the Contractor's opinion, any instruction or direction by the COTR falls within any of the categories defined in paragraph (b) of this clause, the Contractor shall not proceed but shall notify the Contracting Officer in writing within 5 working days after receiving it and shall request the Contracting Officer to take action as described in this clause. Upon receiving this notification, the Contracting Officer shall either issue an appropriate contract modification within a reasonable time or advise the Contractor in writing within 30 days that the instruction or direction is—

(1) Rescinded in its entirety; or

(2) Within the requirements of the contract and does not constitute a change under the changes clause of the contract, and that the Contractor should proceed promptly with its performance.

(e) A failure of the contractor and contracting officer to agree that the instruction or direction is both within the requirements of the contract and does not constitute a change under the changes clause, or a failure to agree upon the contract action to be taken with respect to the instruction or direction, shall be subject to the Disputes clause of this contract.

(f) Any action(s) taken by the contractor in response to any direction given by any person other than the Contracting Officer or the COTR shall be at the Contractor's risk.

(END OF CLAUSE)

**G.6. CONTRACTOR REQUESTS FOR GOVERNMENT-PROVIDED PROPERTY
(NFS 1852.245-70) (DEVIATION)(SEP 2007)**

(a) The Contractor shall provide all property required for the performance of this contract. The Contractor shall not acquire or construct items of property to which the Government will have title under the provisions of this contract without the Contracting Officer's written authorization. Property which will be acquired as a deliverable end item as material or as a component for incorporation into a deliverable end item is exempt from this requirement.

(b)(1) In the event the Contractor is unable to provide the property necessary for performance, and the Contractor requests provision of property by the Government, the Contractor's request shall--

(i) Justify the need for the property;

(ii) Provide the reasons why contractor-owned property cannot be used;

(iii) Describe the property in sufficient detail to enable the Government to screen its inventories for available property or to otherwise acquire property, including applicable manufacturer, model, part, catalog, National Stock Number or other pertinent identifiers;

(iv) Combine requests for quantities of items with identical descriptions and estimated values when the estimated values do not exceed \$100,000 per unit; and

(v) Include only a single unit when the acquisition or construction value equals or exceeds \$100,000.

(2) Contracting Officer authorization is required for items the Contractor intends to manufacture as well as those it intends to purchase.

(3) The Contractor shall submit requests to the Contracting Officer no less than 30 days in advance of the date the Contractor would, should it receive authorization, acquire or begin fabrication of the item.

(c) The Contractor shall maintain copies of Contracting Officer authorizations, appropriately cross-referenced to the individual property record, within its property management system.

(d) Property furnished from Government excess sources is provided as-is, where-is. The Government makes no warranty regarding its applicability for performance of the contract or its ability to operate. Failure of property obtained from Government excess sources under this clause is insufficient reason for submission of requests for equitable adjustments discussed in the clause at 52.245-1, Government Property.

(END OF CLAUSE)

**G.7. INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY (DEVIATION)
(NFS 1852.245-71) (SEP 2007)(ALT 1)(DEVIATION)(SEP 2007)**

(a) The Government property described in paragraph (c) of this clause may be made available to the Contractor on a no-charge basis for use in performance of this contract. This property shall be utilized only within the physical confines of the NASA installation that provided the property unless authorized by the contracting officer under (b)(1)(iv). Under this clause, the Government retains accountability for, and title to, the property, and the Contractor shall comply with the following:

NASA Procedural Requirements (NPR) 4100.1, NASA Materials Inventory Management Manual

NASA Procedural Requirements (NPR) 4200.1, NASA Equipment Management Procedural Requirements

NASA Procedural Requirement (NPR) 4300.1, NASA Personal Property Disposal Procedural Requirements

Property not recorded in NASA property systems must be managed in accordance with the requirements of FAR 52.245-1.

The Contractor shall establish and adhere to a system of written procedures to assure continued, effective management control and compliance with these user responsibilities. Such procedures must include holding employees liable, when appropriate, for loss, damage, or destruction of Government property.

(b)(1) The official accountable recordkeeping, financial control, and reporting of the property subject to this clause shall be retained by the Government and accomplished within NASA management information systems prescribed by the installation Supply and Equipment

Management Officer (SEMO) and Financial Management Officer. If this contract provides for the Contractor to acquire property, title to which will vest in the Government, the following additional procedures apply:

(i) The Contractor shall not utilize the installation's central receiving facility for receipt of contractor-acquired property. However, the Contractor shall provide listings suitable for establishing accountable records of all such property received, on a monthly basis, to the SEMO.

(ii) The Contractor shall furnish a copy of each purchase order, prior to delivery by the vendor, to the installation central receiving area.

(iii) The Contractor shall establish a record of the property as required by FAR 52.245-1, Government Property, and furnish to the Industrial Property Officer a DD Form 1149, Requisition and Invoice/Shipping Document, (or installation equivalent) to transfer accountability to the Government within 5 working days after receipt of the property by the Contractor. The Contractor is accountable for all contractor-acquired property until the property is transferred to the Government's accountability.

(iv) Contractor use of Government property at an off-site location and off-site subcontractor use require advance approval of the Contracting Officer and notification of the Industrial Property Officer. The property shall be considered Government furnished and the Contractor shall assume accountability and financial reporting responsibility. The Contractor shall establish records and property control procedures and maintain the property in accordance with the requirements of FAR 52.245-1, Government Property, until its return to the installation. NASA Procedural Requirements related to property loans shall not apply to offsite use of property by contractors.

(2) After transfer of accountability to the Government, the Contractor shall continue to maintain such internal records as are necessary to execute the user responsibilities identified in paragraph (a) of this clause and document the acquisition, billing, and disposition of the property. These records and supporting documentation shall be made available, upon request, to the SEMO and any other authorized representatives of the Contracting Officer.

(c) The following property and services are provided if checked.

 X (1) Office space, work area space, and utilities. Government telephones are available for official purposes only.

 X (2) Office furniture.

 X (3) Property listed in Section J, paragraph J.1(a), Attachment 3, of the contract.

(i) If the Contractor acquires property, title to which vests in the Government pursuant to other provisions of this contract, this property also shall become accountable to the Government upon its entry into Government records.

(ii) The Contractor shall not bring to the installation for use under this contract any property owned or leased by the Contractor, or other property that the Contractor is accountable for under any other Government contract, without the Contracting Officer's prior written approval.

 X (4) Supplies from stores stock.

- ☒ (5) Publications and blank forms stocked by the installation.
- ☒ (6) Safety and fire protection for Contractor personnel and facilities.
- ☒ (7) Installation service facilities: Other Center Facilities (such as laboratories and supercomputers as required for completion of the tasks).
- ☒ (8) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty.
- ☒ (9) Cafeteria privileges for Contractor employees during normal operating hours.
- ☒ (10) Building maintenance for facilities occupied by Contractor personnel.
- ☒ (11) Moving and hauling for office moves, movement of large equipment, and delivery of supplies. Moving services may be provided on-site, as approved by the Contracting Officer.

(END OF CLAUSE)

**G.8. IDENTIFICATION AND MARKING OF GOVERNMENT EQUIPMENT (DEVIATION)
(NFS 1852.245-74) (SEP 2007)**

(a) The Contractor shall identify all equipment to be delivered to the Government using NASA Technical Handbook ([NASA-HDBK](#)) 6003, Application of Data Matrix Identification Symbols to Aerospace Parts Using Direct Part Marking Methods/Techniques, and NASA Standard (NASA-STD) 6002, Applying Data Matrix Identification Symbols on Aerospace Parts Handbook. This includes deliverable equipment listed in the schedule and other equipment when NASA directs physical transfer to NASA or a third party. The Contractor shall identify property in both machine and human readable form unless the use of a machine readable-only format is approved by the NASA Industrial Property Officer.

(b) Property shall be marked in a location that will be human readable, without disassembly or movement of the property, when the items are placed in service unless such placement would have a deleterious effect on safety or on the item's operation.

(c) Concurrent with equipment delivery or transfer, the Contractor shall provide the following data in an electronic spreadsheet format: -

- (1) Item Description.
- (2) Unique Identification Number (License Tag).
- (3) Unit Price.
- (4) An explanation of the data used to make the unique identification number.

(d) For items physically transferred under paragraph (a) the following additional data is required:

- (1) Date originally placed in service.
- (2) Item condition.
- (3) Date last serviced.

(e) The data required in paragraphs (c) and (d) shall be delivered to the NASA center receiving activity listed below:

Ames Research Center
Central Shipping and Receiving
M/S 255-23
Moffett Field, CA 94035-1000

Mark for: Sonie Lau, COTR

(f) The contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts that require delivery of equipment.

(END OF CLAUSE)

G.9. PROPERTY MANAGEMENT CHANGES (DEVIATION) (NFS 1852.245-75) (SEP 2007)

(a) The Contractor shall submit any changes to standards and practices used for management and control of Government property under this contract to the assigned property administrator and Industrial Property Officer (IPO), prior to making the change whenever the change --

(1) Employs a standard that allows increase in thresholds or changes the timing for reporting loss, damage, or destruction of property;

(2) Alters physical inventory timing or procedures;

(3) Alters recordkeeping practices;

(4) Alters practices for recording the transport or delivery of Government property; or

(5) Alters practices for disposition of Government property.

(b) The Contractor shall contact the IPO at:

NASA Ames Research Center
Attn: Industrial Property Officer
M/S 255-2
Moffett Field, CA 94035-1000
(650) 604-5681
Evelyn.A.Warren@nasa.gov

(END OF CLAUSE)

[END OF SECTION]

SECTION H - SPECIAL CONTRACT REQUIREMENTS**H.1. LISTING OF CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR website: <http://acquisition.gov/far/index.html>

NFS website: <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
None included by reference		

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
1852.208-81	NOV 2004	RESTRICTIONS ON PRINTING AND DUPLICATION
1852.223-70	APR 2002	SAFETY AND HEALTH
1852.223-75	FEB 2002	MAJOR BREACH OF SAFETY OR SECURITY
1852.225-70	FEB 2000	EXPORT LICENSES (<i>Insert:</i> NASA Ames Research Center)
1852.235-73	DEC 2006	FINAL SCIENTIFIC AND TECHNICAL REPORTS (ALT II) (FEB 2003)
1852.242-72	AUG 1992	OBSERVANCE OF LEGAL HOLIDAYS (ALT I) (SEP 1989) (ALT II) (OCT 2000)
1852.244-70	APR 1985	GEOGRAPHIC PARTICIPATION IN THE AEROSPACE PROGRAM

(END OF CLAUSE)

H.2. TASK ORDER PROCEDURE (NFS 1852.216-80) (OCT 1996)

(a) Only the Contracting Officer may issue task orders to the Contractor, providing specific authorization or direction to perform work within the scope of the contract and as specified in the schedule. The Contractor may incur costs under this contract in performance of task orders and task order modifications issued in accordance with this clause. No other costs are authorized unless otherwise specified in the contract or expressly authorized by the Contracting Officer.

(b) Prior to issuing a task order, the Contracting Officer shall provide the Contractor with the following data:

(1) A functional description of the work identifying the objectives or results desired from the contemplated task order.

(2) Proposed performance standards to be used as criteria for determining whether the work requirements have been met.

(3) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.

(c) Within 15 calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request.

(d) After review and any necessary discussions, the Contracting Officer may issue a task order to the Contractor containing, as a minimum, the following:

(1) Date of the order.

(2) Contract number and order number.

(3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.

(4) Performance standards, and where appropriate, quality assurance standards.

(5) Maximum dollar amount authorized (cost and fee or price). This includes allocation of award fee among award fee periods, if applicable.

(6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.

(7) Delivery/performance schedule including start and end dates.

(8) If contract funding is by individual task order, accounting and appropriation data.

(e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within 5 calendar days after receipt of the task order.

(f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which includes a ceiling price may be issued.

(g) The Contracting Officer may amend tasks in the same manner in which they were issued.

(h) In the event of a conflict between the requirements of the task order and the Contractor's approved task plan, the task order shall prevail.

(END OF CLAUSE)

H.3. KEY PERSONNEL AND FACILITIES (NFS 1852.235-71) (MAR 1989)

(a) The personnel and/or facilities listed below (or specified in the contract Schedule) are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel or facilities, the Contractor shall (1) notify the Contracting Officer reasonably in advance and (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(b) The Contractor shall make no diversion without the Contracting Officer's written consent; provided, that the Contracting Officer may ratify in writing the proposed change, and that ratification shall constitute the Contracting Officer's consent required by this clause.

(c) The list of personnel and/or facilities (shown below or as specified in the contract Schedule) may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel and/or facilities.

[List here the personnel and/or facilities considered essential, unless they are specified in the contract Schedule.]

(END OF CLAUSE)

H.4. ADDITIONAL REPORTS OF WORK – RESEARCH AND DEVELOPMENT (NFS 1852.235-74) (FEB 2003)

In addition to the final report required under this contract, the Contractor shall submit the following report(s) to the Contracting Officer:

(a) Monthly progress reports. The Contractor shall submit separate monthly reports of all work accomplished during each month of contract performance. Reports shall be in narrative form, brief, and informal. They shall include a quantitative description of progress, an indication of any current problems that may impede performance, proposed corrective action, and a discussion of the work to be performed during the next monthly reporting period

(b) Quarterly progress reports. The Contractor shall submit separate quarterly reports of all work accomplished during each three-month period of contract performance. In addition to factual data, these reports should include a separate analysis section interpreting the results obtained, recommending further action, and relating occurrences to the ultimate objectives of the contract. Sufficient diagrams, sketches, curves, photographs, and drawings should be included to convey the intended meaning.

(c) Submission dates. Monthly and quarterly reports shall be submitted by the 15th day of the month following the month or quarter being reported. If the contract is awarded beyond the middle of a month, the first monthly report shall cover the period from award until the end of the following month. No monthly report need be submitted for the third month of contract effort for which a quarterly report is required. No quarterly report need be submitted for the final three months of contract effort since that period will be covered in the final report. The final report shall be submitted within 15 days after the completion of the effort under the contract.

(END OF CLAUSE)

H.5. RESERVED

H.6. EMERGENCY PREPAREDNESS AND RESPONSE (ARC 52.223-90) (SEP 2007)

(a) Contractors shall comply with Ames Procedural Requirements (APR) 1601.4, "Emergency Operations Plan."

(b) Contractors doing business with ARC are also employers in their own right and, as such, are responsible for protecting their employees, the environment, and property from the effects of hazardous events. Contractors shall develop and maintain appropriate emergency response and recovery plans, facility shutdown/startup plans, standard operations procedures, and checklists for emergency response to their facilities and operations. Contractors shall ensure

training and certification of their employees as required to support their emergency response and recovery plan. Contractors shall participate in ARC drills and/or exercises to validate adequacy of emergency response and recovery plans and to ensure contractor employees are trained on how to respond. During a disaster/emergency, the contractor's Project Manager or other line supervisor shall be prepared to provide personnel accountability and facility status information to the designated NASA Facility Manager or Emergency Operations Center (EOC) Representative.

(c) Many contractor employees also serve as emergency response or mission essential resources with regards to performing certain emergency response and recovery functions associated with the overall NASA Ames Research Center and agency response. As such, their emergency response or mission essential roles for the Center and agency need to be identified prior to an emergency or disaster. These individuals must also be notified of their roles, trained in their roles and participate in any drills that serve to increase the Center's effectiveness in responding to and recovering from emergencies and disasters.

(d) The contractor's obligation may include resolution of unusual or emergency situations, pursuant to FAR Part 18, "Emergency Acquisitions." The contractor may be required to assist NASA, within the general scope of work, but in currently unidentified ways, in preparation for, or in response to emergencies. Obligations under this requirement shall only arise under prescribed circumstances that enable NASA to utilize "Emergency Acquisition Flexibilities," as defined at FAR 18.001. If the emergency preparedness and response requirements result in changes to the contract, all contract adjustments will be processed in accordance with the changes clause.

(END OF CLAUSE)

H.7. DISASTER ASSISTANCE AND RESCUE TEAM (DART) PARTICIPATION (ARC 52.223-91) (APR 2004)

(a) Contractor employees are eligible to participate in the Disaster Assistance and Rescue Team (DART) if approved in writing by the Contractor and appointed by the Government. If a Contractor approves of an employee's participation, the contractor agrees to modify the employee's position description to include participation in DART, and to provide additional indemnification (e.g., worker's compensation insurance, general liability, etc.) as may be necessary to protect its employee and/or the Government while the employee is participating in the program.

(b) DART Definition. This team is comprised of civil service, contractor, Ames Associate, resident agent, and military personnel that work at Ames Research Center, the NASA Research Park, and Moffett Federal Airfield. The team composition includes, but is not limited to, scientists, engineers, wind tunnel mechanics, aircraft mechanics, facility maintenance personnel, computer specialists, industrial hygienists, safety professionals, heavy equipment operators, administrative personnel, managers, procurement officials, and data specialists. DART is an umbrella organization that has ten functional groups. The groups are Search, Rescue, Hazardous Materials Response, Damage and Utility Control, Structural Assessment, Emergency Communications, Medical, Logistics, Technical Support, and Emergency Operations Center as well as the Emergency Communications Facility. Typically, participation will involve approximately 5% of the employee's (full) time, except for initial training/orientation,

which will involve approximately 10% of the employee's (full) time. The executive management at Ames Research Center strongly encourages contractor participation on DART, which needs all of our support, as it has proven to be a valuable element of the Center's Emergency Service Program.

(END OF CLAUSE)

**H.8. SUBCONTRACTING AND DATA RIGHTS (ARC 52.227-97) (OCT 2006)
ALTERNATE I (OCT 2006)**

(a) It is strongly recommended that the Contractor flow down the data rights provisions of this contract to lower tier subcontractors to ensure that it can fulfill its data rights obligations to the Government. See Clause FAR 52.227-14(h), *Rights in Data—General*. The Contractor shall be held responsible to obtain rights for the Government where it fails to fulfill such obligations.

(b) Pursuant to Clause FAR 52.227-14(c)(2), the Contractor must obtain Contracting Officer approval before incorporating any data not first produced under the Contract into data delivered under the contract. Before delivering such data, the Contractor must identify it and grant the Government, or acquire on its behalf, the broad licenses required by subparagraph (c) of the *Rights in Data—General* clause.

(c) The Contractor shall make the representation required by FAR 52.227-15 for each contract task order. On a case-by-case basis, the Government will insert the purposes, rights or limitations under which the Government can use Limited Rights Data and Restricted Rights Software into the alternate clauses II and III of FAR 52.227-14.

(END OF CLAUSE)

**H.9. INFORMATION INCIDENTAL TO CONTRACT ADMINISTRATION (ARC 52.227-98)
(OCT 2004)**

NASA shall have unlimited rights in information incidental to contract administration including administrative and management information created by the Contractor and specified for delivery to NASA in performance of the contract, expressly excluding financial information. Specifically, NASA shall have the right to release such administrative and management information to any third party to satisfy NASA's requirements.

(END OF CLAUSE)

**H.10. ORGANIZATIONAL CONFLICTS OF INTEREST, AND LIMITATION ON FUTURE
CONTRACTING**

(a) The Contracting Officer has determined that this acquisition may give rise to a potential organizational conflict of interest. Accordingly, the attention of prospective offerors is directed to FAR Subpart 9.5 - Organizational Conflicts of Interest.

(b) The nature of this potential conflict is:

The Intelligent Systems Division (hereafter, referred to as Code TI or the Division) is part of the Exploration Technology Directorate (Code T) at the NASA Ames Research Center. Code TI conducts scientific research, develops technologies, builds applications, and infuses and deploys advanced information systems technology into NASA missions and other federal government projects.

The Division is a major contributor to enabling technology research and development of NASA's programs in Aeronautics Research Mission Directorate (ARMD), Exploration Systems Mission Directorate (ESMD), Science Mission Directorate (SMD), and Space Operations Mission Directorate (SOMD). Programs supported by the Division include ESMD's Robotics, Operations and Supportability, ESMD's Constellation, ESMD's Exploration Technology Demonstration Program (ETDP), ARMD's Aviation Safety and Fundamental Aeronautics programs, SOMD's ISS Training system, SMD's Landsat data and mission operations and the Center's Small Sat Research projects. As part of this support, the Contractor may be provided government sensitive and third party proprietary data which creates a potential conflict of interest.

In order to support TI requirements the Contractor may be required to participate in part or fully in the requirements identification and specification, statement of work development, benchmarking, and other activities associated with Government procurement (i.e., Request for Proposals, Cooperative Agreement Notices, NASA Research Announcements) and other Government activities where access to Government Sensitive Data or third party proprietary data is necessary. Access to such data or participation in defining requirements for future competitions creates a potential conflict of interest.

(c) To avoid, neutralize, or mitigate the potential organizational conflict of interest, the following restrictions upon future contracting shall apply:

(1) If the Contractor, under the terms of this contract, or through the performance of tasks pursuant to this contract, is required to develop specifications or statements of work that are to be incorporated into a solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime or first-tier subcontractor under an ensuing NASA contract. This restriction shall remain in effect for a reasonable time, as agreed to by the Contracting Officer and the Contractor, sufficient to avoid unfair competitive advantage or potential bias (this time shall in no case be less than the duration of the initial production contract). NASA shall not unilaterally require the Contractor to prepare such specifications or statements of work under this contract.

(2) The Contractor shall not, during the performance of the contract and for a period of three years following completion of performance thereof:

(i) Design, development, or production of enabling technologies where it participated in developing the requirements for procurement of such technologies; or

(ii) Participate in competitions, as either a prime proposer or a proposed subcontractor, based upon data obtained because of the Contractor's access to, and support of, the ISRDS technical requirements, or participate in competitions, as either a prime proposer or a proposed subcontractor, where the Contractor participated in defining requirements of the competition as a result of supporting the ISRDS technical requirements.

(d) If, in the performance of work under this Contract, the Contractor has access to Government Sensitive Data or third-party proprietary data, the Contractor shall protect such data from unauthorized use or disclosure so long as it remains proprietary. In addition, the Contractor shall not be permitted to use such data other than in performance under this Contract, unless:

(1) It receives the explicit written permission of the owner of such data and the Contracting Officer; or

(2) Such data has been released or otherwise made available to the public by the Government or the owner of the third-party proprietary data.

In addition, the Contractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or other confidential or privileged technical, business, or financial information under this Contract, it shall treat such information in accordance with any use or dissemination restrictions imposed on such information. Further, the Contractor shall not submit an unsolicited proposal to the Government which is based on such data until one year after such data is released or otherwise made available to the public.

(e) (1) If, in the performance of work under this Contract, the Contractor enters into a separate agreement with a company for the protection of Government Sensitive Data or third-party proprietary data, the Contractor shall furnish a copy of that agreement to the Contracting Officer.

(2) The Contractor must educate its employees, through formal training, not to divulge Government Sensitive Data or third-party proprietary data, trade secrets, confidential information, or restricted data of companies received in connection with the performance of work under this Contract. The Contractor shall provide a plan to implement this training for the approval of the Contracting Officer.

(3) The Contractor shall obtain from all employees having access to Government Sensitive Data or third-party proprietary data under this Contract a written agreement which shall prohibit those employees, during the term of their employment and thereafter, from disclosing to others or using for their own behalf, such data received in connection with the performance of work under this Contract, and from retaining a copy of such data after termination of their employment under this Contract.

(f) The term "Contractor" as used in this clause shall include (i) the corporate or other entity executing this Contract with the Government; (ii) such entity's parent, subsidiary, affiliate, or successor entities to the extent that the parent, subsidiary, affiliate, or successor entity has responsibility for the performance of work under this Contract; and (iii) the Contractor's subcontractors that (A) support ISRDS, as delineated in the Statement of Work of this Contract or (B) handle, receive, reduce, interpret, or transmit data obtained, used, or produced in conjunction with ISRDS.

(g) The term "Contract" as used in this clause shall include options, extensions, and any successor contracts performed or to be performed by the Contractor without any other contractor intervening.

(h) The term "Data" as used in this clause, means recorded information, regardless of form or media on which it may be recorded. The term includes technical data and computer software. The term further includes Government Sensitive Data or third-party proprietary data including proprietary data, trade secret information, data protected by the Privacy Act of 1974 (5 U.S.C. 552a) and other confidential or privileged technical, business or financial data.

(i) The term "Government Sensitive Data" as used in this clause means data for which the disclosure or use is controlled by the U.S. Statute or implementing published federal regulations or NASA policy and, where so identified, includes data first produced by the Contractor.

(j) The Contractor's Organizational Conflicts of Interest Avoidance Plan is incorporated by reference into this contract (see Attachment J.1(a)6). This Plan addresses Organizational Conflicts of Interest at the contract level. Each individual task order will state if additional Organizational Conflicts of Interest requirements exist and, if so, an additional Organizational Conflicts of Interest Avoidance Plan may be required by the Contracting Officer to address potential conflicts of interest prior to authorization of that task order.

(k) The Contractor shall include paragraphs (a) through (j) of this clause in every subcontract. The Contractor shall be responsible for ensuring compliance with all of the provisions of this clause by each of its subcontractors.

(END OF CLAUSE)

H.11. PATENT RIGHTS

The RFP includes the Patent Rights-Retention by the Contractor Clause (FAR 52.227-11), as modified by 1852.227-11 and 1852.227-70 New Technology. It is anticipated that the Contractor may have Contractor background inventions that could be applied to Contract research and incorporated into deliverables under the Contract. The Government may need rights to use such Contractor background inventions in order to practice technologies produced under this Contract in other Government contracts. Thus, Contracting Officer permission is required before Contractor background inventions may be included in Contract deliverables. To the extent a contractor background invention has been Federally funded, the Government will receive its government-purpose license rights to practice the background invention. Where there is no Federal funding of the background invention, the Contractor will identify to the Contracting Officer the rights that it proposes to grant the Government to use such invention in other Government contracts. The Government shall receive a government-purpose license to practice any contractor background invention where such Contracting Officer permission is not obtained prior to incorporating its background inventions into Contractor work.

(END OF CLAUSE)

H.12. SMALL DISADVANTAGED BUSINESS PARTICIPATION – CONTRACT TARGETS (OFFEROR FILL IN)

(This clause does not apply to SDB offerors unless the SDB offeror has waived the price evaluation adjustment factor by completing paragraph (c) of FAR clause 52.219-23, *Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns* in Section I of this solicitation.)

(a) FAR 19.1202-4(a) requires that SDB subcontracting targets be incorporated in the contract. Targets for this contract are as follows:

*NAICS Industry

<u>Subsectors</u>	<u>Dollar Target</u>	<u>Percent of IDIQ Maximum Ordering Value</u>
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(TO BE PROPOSED BY OFFEROR.)

Total

*North American Industry Classification System (NAICS) Industry Subsectors as determined by the Department of Commerce

(b) FAR 19.1202-4(b) requires that SDB concerns that are specifically identified by the Offeror be listed in the contract when the extent of the identification of such subcontractors was part of the subfactor on Small Business Utilization. SDB concerns (subcontractors) specifically identified by the offeror are as follows:

Name of Concern(s): (TO BE PROPOSED BY OFFEROR)

The Contractor shall notify the Contracting Officer of any substitutions of the firms listed in paragraph (a) if the replacement contractor is not an SDB concern.

(c) If the prime offeror is an SDB that has waived the price evaluation adjustment, the target for the work it intends to perform as a prime Contractor is as follows:

Dollars Percent of IDIQ Maximum Ordering Value

(TO BE PROPOSED BY OFFEROR)

(END OF CLAUSE)

H.13. PERFORMANCE ASSESSMENT

a) As part of the Government's surveillance activities a periodic performance assessment will be conducted under this contract. This information will be provided to the contractor for corrective actions and performance improvement. In addition, performance assessments will be considered by the Government in its unilateral determination as to whether to exercise options for continued performance in accordance with clause F.2.

b) A semi-annual review will be conducted by the Government. The performance factors to be evaluated are identified below:

Factor:	Description:
OVERALL MANAGEMENT	Performance in attracting, developing, and retaining research and management staff that meet the requirements of the contract. Contractor's management policies and procedures (including intellectual property management, organizational conflicts of interest, management and protection of data, handling of data and export control).
QUALITY	Quality of the work performed under the task orders.
TIMELINESS	Timeliness of completing the task order milestones and submitting deliverables.
PRICE/COST	Ability to control, adjust and accurately project contract costs (estimated contract costs, not budget or operating plan costs). Ability to control the management and administration costs for this contract. Ability to control the direct labor, indirect and overtime costs. Optimal allocation of resources, including the use of part-time personnel. Cost reductions through the use of cost savings programs, cost avoidance programs, alternate designs and process methods. Reduced purchasing costs through increased use of competition will also be assessed.
OTHER	Ability to meet the small business goals set forth in the Contractor's

	subcontracting plan. Ability to manage subcontracts in support of the ISRDS effort. Ability to ensure safety, and compliance with environmental impact restrictions.
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c) At the end of each semi-annual review the Government will provide performance feedback to the Contractor, along with an adjectival rating reflecting overall contract performance. The adjectival rating along with its description is provided below.

Rating:	Description:
EXCELLENT	Of exceptional merit; exemplary performance in a timely, efficient, and economical manner; very minor (if any) weaknesses with no adverse effect on overall performance.
VERY GOOD	Very effective performance that is fully responsive to contract requirements with contract requirements accomplished in a timely, efficient, and economical manner for the most part with only minor problems with little identifiable effect on overall performance.
GOOD	Effective performance; fully responsive to contract requirements; reportable weaknesses, but with little identifiable effect on overall performance.
SATISFACTOR Y	Meets or slightly exceeds minimum acceptable standards; adequate results; reportable weaknesses with identifiable, but not substantial, effects on overall performance.
POOR/UNSATIS FACTORY	Does not meet minimum acceptable standards in one or more areas; remedial action required in one or more areas; deficiencies in one or more areas which adversely affect overall performance.

d) The Government may periodically revise performance factors and descriptions on a unilateral basis. However, the Contractor will be given notice of changes prior to the evaluation period.

(END OF CLAUSE)

H.14. INCORPORATION OF THE CONTRACTOR'S PROPOSAL

The Contractor's Mission Suitability proposal number [TO BE PROPOSED BY THE OFFEROR], as amended by any best and final offer for the proposal entitled "Intelligent Systems Research and Development Support," is hereby incorporated into this contract by reference.

(END OF CLAUSE)

[END OF SECTION]

PART II - CONTRACT CLAUSES**SECTION I - CONTRACT CLAUSES****I.1. LISTING OF CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2)
(FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR website: <http://acquisition.gov/far/index.html>

NFS website: <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
52.202-1	JUL 2004	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	SEP 2006	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	SEP 2007	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.203-13	DEC 2007	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
52.203-14	DEC 2007	DISPLAY OF HOTLINE POSTER(S)
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.204-7	JUL 2006	CENTRAL CONTRACTOR REGISTRATION
52.207-5	FEB 1995	OPTION TO PURCHASE EQUIPMENT
52.209-6	SEP 2006	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.211-5	AUG 2000	MATERIAL REQUIREMENTS
52.211-15	SEP 1990	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS
52.215-2	JUN 1999	AUDIT AND RECORDS -- NEGOTIATION

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
52.215-8	OCT 1997	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT
52.215-11	OCT 1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA -- MODIFICATIONS
52.215-12	OCT 1997	SUBCONTRACTOR COST OR PRICING DATA
52.215-13	OCT 1997	SUBCONTRACTOR COST OR PRICING DATA- MODIFICATIONS
52.215-14	OCT 1997	INTEGRITY OF UNIT PRICES
52.215-15	OCT 2004	PENSION ADJUSTMENTS AND ASSET REVERSIONS
52.215-17	OCT 1997	WAIVER OF FACILITIES CAPITAL COST OF MONEY
52.215-18	JUL 2005	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS
52.215-21	OCT 1997	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - MODIFICATIONS
52.216-7	DEC 2002	ALLOWABLE COST AND PAYMENT (<i>Insert "30 DAYS" in paragraph (a)(3)</i>)
52.216-8	MAR 1997	FIXED FEE
52.216-18	OCT 1995	ORDERING (<i>Insert "DATE OF CONTRACT AWARD" through "TWO YEARS FROM THE EFFECTIVE DATE OF THE CONTRACT" in paragraph (a)</i>)
52.216-19	OCT 1995	ORDER LIMITATIONS (<i>Insert "\$1,000", "\$25M", "\$50M", "30 DAYS", and "5 DAYS" in paragraphs (a), (b)(1), (b)(2), (b)(3) and (d), respectively</i>)
52.216-22	OCT 1995	INDEFINITE QUANTITY (<i>Insert "1 YEAR FROM THE END DATE OF THE CONTRACT" in paragraph (d)</i>)
52.217-8	NOV 1999	OPTION TO EXTEND SERVICES (<i>Insert "30 DAYS"</i>)
52.217-9	MAR 2000	OPTION TO EXTEND THE TERM OF THE CONTRACT (<i>Insert "15 days" and "30 days" in paragraph (a). Insert "5 years" in paragraph (c).)</i>)
52.219-4	JUL 2005	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS <i>To Be Completed by Offeror:</i> <input type="checkbox"/> Offeror elects to waive the evaluation preference" in paragraph (c)
52.219-8	MAY 2004	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-9	SEP 2006	SMALL BUSINESS SUBCONTRACTING PLAN (ALT II)(OCT 2001)
52.219-16	JAN 1999	LIQUIDATED DAMAGES – SUBCONTRACTING PLAN
52.219-23	SEP 2005	NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS <i>Insert "10 percent" in paragraph (b)(1)</i> <i>To Be Completed by Offeror:</i> <input type="checkbox"/> Offeror elects to waive the adjustment" in paragraph (c)
52.219-25	OCT 1999	SMALL DISADVANTAGED BUSINESS PARTICIPATING

PROGRAM – DISADVANTAGED STATUS AND REPORTING

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
52.222-2	JUL 1990	PAYMENT FOR OVERTIME PREMIUMS (<i>Insert: "\$0" in paragraph (a)</i>)
52.222-3	JUN 2003	CONVICT LABOR
52.222-21	FEB 1999	PROHIBITION OF SEGREGATED FACILITIES
52.222-26	MAR 2007	EQUAL OPPORTUNITY
52.222-35	SEP 2006	EQUAL OPPORTUNITIES FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA AND OTHER SPECIAL VETERANS
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	SEP 2006	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-50	AUG 2007	COMBATING TRAFFICKING IN PERSONS
52.223-5	AUG 2003	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (ALT I)(AUG 2003)
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.223-10	AUG 2000	WASTE REDUCTION PROGRAM
52.223-14	AUG 2003	TOXIC CHEMICAL RELEASE REPORTING
52.225-1	JUN 2003	BUY AMERICAN ACT-SUPPLIES
52.225-13	FEB 2006	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-1	DEC 2007	AUTHORIZATION AND CONSENT (ALT I) (APR 1984)
52.227-2	DEC 2007	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-11	DEC 2007	PATENT RIGHTS RETENTION BY THE CONTRACTOR (SHORT FORM) (AS MODIFIED BY NFS 1852.227-11, PATENT RIGHTS RETENTION BY THE CONTRACTOR -- (SHORT FORM))
52.227-14	DEC 2007	RIGHTS IN DATA – GENERAL (ALT I)(DEC 2007)(ALT II) (DEC 2007) (ALT III) (DEC 2007)(AS MODIFIED BY NFS 1852.227-14, RIGHTS IN DATA – GENERAL)
52.227-16	JUN 1987	ADDITIONAL DATA REQUIREMENTS
52.227-17	DEC 2007	RIGHTS IN DATA – SPECIAL WORKS (AS MODIFIED BY NFS 1852.227-17, RIGHTS IN DATA – SPECIAL WORKS)
52.227-23	JUN 1987	RIGHTS TO PROPOSAL DATA (TECHNICAL)

To Be Completed by Offeror:

Insert page # and proposal date in 1st sentence.

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
52.228-7	MAR 1996	INSURANCE-LIABILITY TO THIRD PERSONS
52.230-2	APR 1998	COST ACCOUNTING STANDARDS
52.230-3	APR 1998	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES
52.230-6	APR 2005	ADMINISTRATION OF COST ACCOUNTING STANDARDS
52.232-9	APR 1984	LIMITATION ON WITHHOLDING OF PAYMENTS
52.232-17	JUN 1996	INTEREST
52.232-18	APR 1984	AVAILABILITY OF FUNDS
52.232-20	APR 1984	LIMITATION OF COST
52.232-22	APR 1984	LIMITATION OF FUNDS
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	OCT 2003	PROMPT PAYMENT (ALT I) (FEB 2002)
52.232-34	MAY 1999	PAYMENT BY ELECTRONIC FUNDS TRANSFER- OTHER THAN CENTRAL CONTRACTOR REGISTRATION (<i>Insert: "no later than 15 days prior to submission of the first request for payment" in paragraph (b)(1)</i>)
52.233-1	JUL 2002	DISPUTES (ALTERNATE I) (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD (ALT I) (JUN 1985)
52.233-4	OCT 2004	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
52.237-1	APR 1984	SITE VISIT
52.237-3	JAN 1991	CONTINUITY OF SERVICES
52.239-1	AUG 1996	PRIVACY OR SECURITY SAFEGUARDS
52.242-1	APR 1984	NOTICE OF INTENT TO DISALLOW COSTS
52.242-3	MAY 2001	PENALTIES FOR UNALLOWABLE COSTS
52.242-4	JAN 1997	CERTIFICATION OF FINAL INDIRECT COSTS
52.242-13	JUL 1995	BANKRUPTCY
52.243-2	AUG 1987	CHANGES-COST-REIMBURSEMENT (ALT I) (APR 1984)
52.244-2	JUN 2007	SUBCONTRACTS (<i>Insert: "TBD" in paragraphs (d) and (j)</i>)
52.244-5	DEC 1996	COMPETITION IN SUBCONTRACTING
52.244-6	MAR 2007	SUBCONTRACTS FOR COMMERCIAL ITEMS
52.245-1	JUN 2007	PROPERTY RECORDS
52.247-1	FEB 2006	COMMERCIAL BILL OF LADING NOTATIONS
52.249-6	MAY 2004	TERMINATION (COST-REIMBURSEMENT)
52.249-14	APR 1984	EXCUSABLE DELAYS
52.251-1	APR 1984	GOVERNMENT SUPPLY SOURCES
52.253-1	JAN 1991	COMPUTER GENERATED FORM/S

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
1852.203-70	JUN 2001	DISPLAY OF INSPECTOR GENERAL HOTLINE POSTERS

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
1852.216-89	JUL 1997	ASSIGNMENT AND RELEASE FORMS
1852.219-74	SEP 1990	USE OF RURAL AREA SMALL BUSINESSES
1852.219-75	MAY 1999	SMALL BUSINESS SUBCONTRACTING REPORTING
1852.219-76	JUL 1997	NASA 8 PERCENT GOAL
1852.223-74	MAR 1996	DRUG- AND ALCOHOL-FREE WORKPLACE
1852.228-75	OCT 1998	MINIMUM INSURANCE COVERAGE
1852.235-70	DEC 2006	CENTER FOR AEROSPACE INFORMATION
1852.237-70	DEC 1988	EMERGENCY EVACUATION PROCEDURES
1852.237-72	JUN 2005	ACCESS TO SENSITIVE INFORMATION
1852.237-73	JUN 2005	RELEASE OF SENSITIVE INFORMATION
1852.242-78	APR 2001	EMERGENCY MEDICAL SERVICES AND EVACUATION
1852.243-71	MAR 1997	SHARED SAVINGS

(END OF CLAUSE)

I.2. PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (FAR 52.204-9) (SEP 2007)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

FIPS 201 graphically displays the following procedure for the issuance of a PIV credential.

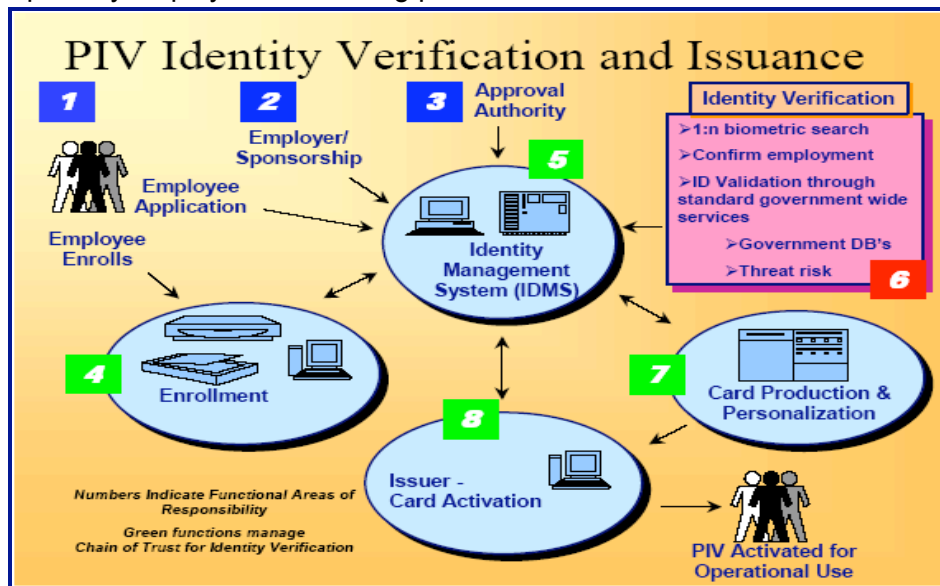


Figure A-1, FIPS 201, Appendix A

The following steps describe the procedures for the NASA Personal Identity Verification Card Issuance (PCI) of a PIV credential:

Step 1:

The Contractor's Corporate Security Officer (CSO), Program Manager (PM), or Facility Security Officer (FSO) submits a formal letter that provides a list of contract employees (applicant) names requesting access to the NASA Contracting Officer's Technical Representative (COTR). In the case of a foreign national applicant, approval through the NASA Foreign National Management System (NFMMS) must be obtained for the visit or assignment before any processing for a PIV credential can take place. Further, if the foreign national is not under a contract where a COTR has been officially designated, the foreign national will provide the information directly to their visit/assignment host, and the host sponsor will fulfill the duties of the COTR mentioned herein. In each case, the letter shall provide notification of the contract or foreign national employee's (hereafter the "applicant") full name (first, middle and last), social security number (SSN) or NASA Foreign National Management System Visitor Number if the foreign national does not have a SSN, and date of birth. If the contract employee has a current satisfactorily completed National Agency Check with Inquiries (NACI) or an equivalent or higher degree of background investigation, the letter shall indicate the type of investigation, the agency completing the investigation, and date the investigation was completed. Also, the letter must specify the risk/sensitivity level associated with the position in which each applicant will be working (NPR 1600.1, §4.5 is germane) Further, the letter shall also acknowledge that contract employees may be denied access to NASA information or information systems based on an unsatisfactory background investigation/adjudication. .

After reviewing the letter for completeness and concurring with the risk/sensitivity levels, the COTR/host must forward the letter to the Center Chief of Security (CCS). The CCS shall review the OPM databases (e.g., DCII, PIP, et al.), and take appropriate steps to validate the applicant's investigation status. Requirements for a NACI or other investigation shall be initiated only if necessary.

Applicants who do not currently possess the required level of background investigation shall be directed to the e-QIP web site to complete the necessary background investigation forms online. The CCS shall provide to the COTR/host information and instructions on how to access the e-QIP for each contract or foreign national employee requiring access

Step 2:

Upon acceptance of the letter/background information, the applicant will be advised that in order to complete the investigative process, he or she must appear in-person before the authorized PIV registrar and submit two forms of identity source documents in original form. The identity source documents must come from the list of acceptable documents included in Form I-9, Employment Eligibility Verification, one which must be a Federal¹ or State issued picture identification. Fingerprints will be taken at this time. The applicant must appear **no later than** the entry on duty date.

When the applicant appears, the registrar will electronically scan the submitted documents; any document that appears invalid will be rejected by the registrar. The registrar will capture electronically both a facial image and fingerprints of the applicant. The information submitted by

¹ A non-PIV government identification badge, including the NASA Photo Identification Badge, MAY NOT BE USED for the original issuance of a PIV vetted credential

the applicant will be used to create or update the applicant identity record in the Identity Management System (IDMS).

Step 3:

Upon the applicant's completion of the investigative document, the CCS reviews the information, and resolves discrepancies with the applicant as necessary. When the applicant has appeared in person and completed fingerprints, the package is electronically submitted to initiate the NACI. The CCS includes a request for feedback on the NAC portion of the NACI at the time the request is submitted.

Step 4:

Prior to authorizing physical access of a contractor employee to a federally-controlled facility or access to a Federal information system, the CCS will ensure that a check has been performed with the National Crime Information Center (NCIC) and Interstate Identification Index. In the case of a foreign national, a national check of the Bureau of Immigration and Customs Enforcement (BICE) database will be performed for each applicant. If this process yields negative information, the CCS will immediately notify the COTR/host of the determination regarding access made by the CCS.

Step 5:

Upon receipt of the completed NAC, the CCS will update IDMS from the NAC portion of the NACI and indicate the result of the suitability determination. If an unsatisfactory suitability determination is rendered, the COTR will advise the contractor that the employee is being denied physical access to all federally-controlled facilities and Federal information systems.

Based on a favorable NAC and NCIC/III or BICE check, the CCS will authorize the issuance of a PIV federal credential in the Physical Access Control System (PACS) database. The CCS, based on information provided by the COTR/host, will determine what physical access the applicant should be granted once the PIV issues the credential.

Step 6:

Using the information provided by the applicant during his or her in-person appearance, the PIV card production facility creates and instantiates the approved PIV card for the applicant with an activation date commensurate with the applicant's start date.

Step 7:

The applicant proceeds to the credential issuance facility to begin processing for receipt of his/her federal credential.

The applicant provides to the credential issuing operator proof of identity with documentation that meets the requirements of FIPS 201 (DHS Employment Eligibility Verification (Form I-9) documents. These documents **must** be the same documents submitted for registration.

The credential issuing operator will verify that the facial image, and optionally reference finger print, matches the enrollment data used to produce the card. Upon verification of identity, the operator will locate the employee's record in the PACS database, and modify the record to indicate the PIV card has been issued. The applicant will select a PIN for use with his or her new PIV card. Although root data is inaccessible to the operator, certain fields (hair color, eye color, et al.) may be modified to more accurately record the employee's information.

The applicant proceeds to a kiosk or other workstation to complete activation of the PIV card using the initial PIN entered at card issuance.

**ALTERNATIVE FOR APPLICANTS WHO DO NOT HAVE A COMPLETED AND
ADJUDICATED NAC AT THE TIME OF ENTRANCE ON DUTY**

Steps 1 through 4 shall be accomplished for all applicants in accordance with the process described above. If the applicant is unable to appear in person until the time of entry on duty, or does not, for any other reason, have a completed and adjudicated NAC portion of the NACI at the time of entrance on duty, the following interim procedures shall apply.

1. If the documents required to submit the NACI have not been completed prior to EOD, the applicant will be instructed to complete all remaining requirements for submission of the investigation request. This includes presentation of I-9 documents and completion of fingerprints, if not already accomplished. If the applicant fails to complete these activities as prescribed in NPR 1600.1 (Chapters 3 & 4), it may be considered as failure to meet the conditions required for physical access to a federally-controlled facility or access to a Federal information system, and result in denial of such access.
2. Based on favorable results of the NCIC, the applicant shall be issued a temporary NASA identification card for a period not-to-exceed six months. If at the end of the six month period the NAC results have not been returned, the agency will at that time make a determination if an additional extension will be granted for the temporary identification card.
3. Upon return of the completed NAC, the process will continue from Step 5.

(END OF CLAUSE)

I.3. NOTIFICATION OF OWNERSHIP CHANGES (FAR 52.215-19) (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall—

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR [15.408\(k\)](#).

(END OF CLAUSE)

I.4. NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (FAR 52.222-39) (DEC 2004)

(a) *Definition.* As used in this clause—

“United States” means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended ([45 U.S.C. 151-188](#))).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR Part 470, Subpart B—Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to—

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that—

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall—

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B—Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(END OF CLAUSE)

I.5. SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (NFS 1852.204-76) (MAY 2008)(DEVIATION)

(a) The Contractor shall be responsible for information and information technology (IT) security when –

(1) The Contractor or its subcontractors must obtain physical or electronic (i.e., authentication level 2 and above as defined in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-63, Electronic Authentication Guideline) access to NASA's computer systems, networks, or IT infrastructure; or

(2) Information categorized as low, moderate, or high by the Federal Information Processing Standards (FIPS) 199, Standards for Security Categorization of Federal Information and Information Systems is stored, generated, processed, or exchanged by NASA or on behalf of NASA by a contractor or subcontractor, regardless of whether the information resides on a NASA or a contractor/subcontractor's information system.

(b) IT Security Requirements.

(1) Within 30 days after contract award, a Contractor shall submit to the Contracting Officer for NASA approval an IT Security Plan, Risk Assessment, and FIPS 199, Standards for Security Categorization of Federal Information and Information Systems, Assessment. These plans and assessments, including annual updates shall be incorporated into the contract as compliance documents.

(i) The IT system security plan shall be prepared consistent, in form and content, with NIST SP 800-18, Guide for Developing Security Plans for Federal Information Systems, and any additions/augmentations described in NASA Procedural Requirements (NPR) 2810, Security of Information Technology. The security plan shall identify and document appropriate IT security controls consistent with the sensitivity of the information and the requirements of Federal Information Processing Standards (FIPS) 200, Recommended Security Controls for Federal Information Systems. The plan shall be reviewed and updated in accordance with NIST SP 800-26, Security Self-Assessment Guide for Information Technology Systems, and FIPS 200, on a yearly basis.

(ii) The risk assessment shall be prepared consistent, in form and content, with NIST SP 800-30, Risk Management Guide for Information Technology Systems, and any additions/augmentations described in NPR 2810. The risk assessment shall be updated on a yearly basis.

(iii) The FIPS 199 assessment shall identify all information types as well as the "high water mark," as defined in FIPS 199, of the processed, stored, or transmitted information necessary to fulfill the contractual requirements.

(2) The Contractor shall produce contingency plans consistent, in form and content, with NIST SP 800-34, Contingency Planning Guide for Information Technology Systems, and any additions/augmentations described in NPR 2810. The Contractor shall perform yearly "Classroom Exercises." "Functional Exercises," shall be coordinated with the Center CIOs and be conducted once every three years, with the first conducted within the first two years of contract award. These exercises are defined and described in NIST SP 800-34.

(3) The Contractor shall ensure coordination of its incident response team with the NASA Incident Response Center (NASIRC) and the NASA Security Operations Center, ensuring that incidents are reported consistent with NIST SP 800-61, Computer Security Incident Reporting Guide, and the United States Computer Emergency Readiness Team's (US-CERT) Concept of Operations for reporting security incidents. Specifically, any confirmed incident of a system containing NASA data or controlling NASA assets shall be reported to NASIRC within one hour

that results in unauthorized access, loss or modification of NASA data, or denial of service affecting the availability of NASA data.

(4) The Contractor shall ensure that its employees, in performance of the contract, receive annual IT security training in NASA IT Security policies, procedures, computer ethics, and best practices in accordance with NPR 2810 requirements. The Contractor may use web-based training available from NASA to meet this requirement.

(5) The Contractor shall provide NASA, including the NASA Office of Inspector General, access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access shall be provided to the extent required to carry out IT security inspection, investigation, and/or audits to safeguard against threats and hazards to the integrity, availability, and confidentiality of NASA information or to the function of computer systems operated on behalf of NASA, and to preserve evidence of computer crime. To facilitate mandatory reviews, the Contractor shall ensure appropriate compartmentalization of NASA information, stored and/or processed, either by information systems in direct support of the contract or that are incidental to the contract.

(6) The Contractor shall ensure that system administrators who perform tasks that have a material impact on IT security and operations demonstrate knowledge appropriate to those tasks. A system administrator is one who provides IT services (including network services, file storage, and/or web services) to someone other than themselves and takes or assumes the responsibility for the security and administrative controls of that service.

(7) The Contractor shall ensure that NASA's Sensitive But Unclassified (SBU) information as defined in NPR 1600.1, NASA Security Program Procedural Requirements, which includes privacy information, is encrypted in storage and transmission.

(8) When the Contractor is located at a NASA Center or installation or is using NASA IP address space, the Contractor shall --

(i) Submit requests for non-NASA provided external Internet connections to the Contracting Officer for approval by the Network Security Configuration Control Board (NSCCB);

(ii) Comply with the NASA CIO metrics including patch management, operating systems and application configuration guidelines, vulnerability scanning, incident reporting, system administrator certification, and security training; and

(iii) Utilize the NASA Public Key Infrastructure (PKI) for all encrypted communication or non-repudiation requirements within NASA when secure email capability is required.

(c) Physical and Logical Access Requirements.

(1) Contractor personnel requiring access to IT systems operated by the Contractor for NASA or interconnected to a NASA network shall be screened at an appropriate level in accordance with NPR 2810 and Chapter 4, NPR 1600.1, NASA Security Program Procedural Requirements. NASA shall provide screening, appropriate to the highest risk level, of the IT systems and information accessed, using, as a minimum, National Agency Check with Inquiries (NACI). The Contractor shall submit the required forms to the NASA Center Chief of Security (CCS) within fourteen (14) days after contract award or assignment of an individual to a position requiring screening. The forms may be obtained from the CCS. At the option of NASA, interim access may be granted pending completion of the required investigation and final access determination. For Contractors who will reside on a NASA Center or installation, the security screening required for all required access (e.g., installation, facility, IT, information, etc.) is consolidated to ensure only one investigation is conducted based on the highest risk level. Contractors not residing on a NASA installation will be screened based on their IT access risk level determination only. See NPR 1600.1, Chapter 4.

(2) Guidance for selecting the appropriate level of screening is based on the risk of adverse impact to NASA missions. NASA defines three levels of risk for which screening is required (IT-1 has the highest level of risk).

(i) IT-1 -- Individuals having privileged access or limited privileged access to systems whose misuse can cause very serious adverse impact to NASA missions. These systems include, for example, those that can transmit commands directly modifying the behavior of spacecraft, satellites or aircraft.

(ii) IT-2 -- Individuals having privileged access or limited privileged access to systems whose misuse can cause serious adverse impact to NASA missions. These systems include, for example, those that can transmit commands directly modifying the behavior of payloads on spacecraft, satellites or aircraft; and those that contain the primary copy of "level 1" information whose cost to replace exceeds one million dollars.

(iii) IT-3 -- Individuals having privileged access or limited privileged access to systems whose misuse can cause significant adverse impact to NASA missions. These systems include, for example, those that interconnect with a NASA network in a way that exceeds access by the general public, such as bypassing firewalls; and systems operated by the Contractor for NASA whose function or information has substantial cost to replace, even if these systems are not interconnected with a NASA network.

(3) Screening for individuals shall employ forms appropriate for the level of risk as established in Chapter 4, NPR 1600.1.

(4) The Contractor may conduct its own screening of individuals requiring privileged access or limited privileged access provided the Contractor can demonstrate to the Contracting Officer that the procedures used by the Contractor are equivalent to NASA's personnel screening procedures for the risk level assigned for the IT position.

(5) Subject to approval of the Contracting Officer, the Contractor may forgo screening of Contractor personnel for those individuals who have proof of a --

(i) Current or recent national security clearances (within last three years);

(ii) Screening conducted by NASA within the last three years that meets or exceeds the screening requirements of the IT position; or

(iii) Screening conducted by the Contractor, within the last three years, that is equivalent to the NASA personnel screening procedures as approved by the Contracting Officer and concurred on by the CCS.

(d) The Contracting Officer may waive the requirements of paragraphs (b) and (c)(1) through (c)(3) upon request of the Contractor. The Contractor shall provide all relevant information requested by the Contracting Officer to support the waiver request.

(e) The Contractor shall contact the Contracting Officer for any documents, information, or forms necessary to comply with the requirements of this clause.

(f) At the completion of the contract, the contractor shall return all NASA information and IT resources provided to the contractor during the performance of the contract and certify that all NASA information has been purged from contractor-owned systems used in the performance of the contract.

(g) The Contractor shall insert this clause, including this paragraph (g), in all subcontracts

(1) Have physical or electronic access to NASA's computer systems, networks, or IT infrastructure; or

(2) Use information systems to generate, store, process, or exchange data with NASA or on behalf of NASA, regardless of whether the data resides on a NASA or a contractor's information system.

(END OF CLAUSE)

I.6. OMBUDSMAN (NFS 1852.215-84) (OCT 2003) (ALTERNATE I) (JUN 2000)

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from Offerors, potential Offerors, and contractors during the preaward and postaward phases of this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman is not to diminish the authority of the contracting officer, the Source Evaluation Board, or the selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Therefore, before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution.

(b) If resolution cannot be made by the contracting officer, interested parties may contact the installation ombudsman,

NASA Ames Research Center
Lewis S. Braxton, III
Director of Center Operations; M/S 200-8
Moffett Field, CA 94035-1000
Telephone: (650) 604-5068
FAX: (650) 604-1668
Email: Lewis.S.Braxton@nasa.gov

Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the NASA ombudsman, the Director of the Contract Management Division, at 202-358-0445, facsimile 202-358-3083, e-mail james.a.balinskas@nasa.gov. Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the contracting officer or as specified elsewhere in this document.

(c) If this is a task or delivery order contract, the ombudsman shall review complaints from contractors and ensure they are afforded a fair opportunity to be considered, consistent with the procedures of the contract.

(END OF CLAUSE)

I.7. AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6)(APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any NASA FAR Supplement (48 CFR CHAPTER 18) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(END OF CLAUSE)

[END OF SECTION]

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**SECTION J - LIST OF ATTACHMENTS****J.1 LIST OF DOCUMENTS, EXHIBITS, AND ATTACHMENTS (ARC 52.211-90)
(FEB 1997)**

(a) The following documents, exhibits, and attachments are included in the solicitation and resulting contract. Representations and certifications completed by the contractor in response to this solicitation are incorporated by reference in the resulting contract at time of award.

Attachment No.	Title	Date	No. of Pages
1	Statement of Work	02/21/2008	12
2	Contract Data Requirements List	01/2008	11
3	Contractor's IT Security Plan*	TBD	TBD
4	Government Property List	04/17/2008	18
5	Contractor's Health and Safety Plan*	TBD	TBD
6	Contractor's Organizational Conflicts of Interest Avoidance Plan	TBD	TBD
7	RESERVED	-	-
8	Contractor's Small Business Subcontracting Plan (if applicable)*	TBD	TBD
9	Contractor's Small Business Subcontracting Plan Goals (if applicable)	TBD	TBD

*To be completed at time of award or by subsequent modification.

(b) The following documents, exhibits, and attachments are included only in the solicitation.

Attachment	Title	No. of Pages
A	ACH Vendor/Miscellaneous Payment Enrollment Form (SF 3881)	2
-	RESERVED	-
-	RESERVED	-
D	Proposal Cover Sheet (JA 038)	1
E	Cost Proposal Exhibits and Schedules	10
F	Facility Capital Cost of Money Computation (Form CASB-CMF)	1
G	Contract Facilities Capital Cost of Money (DD Form 1861)	2
H	Quarterly Contractor Financial Management Report (NF 533Q)	2
I	Monthly Contractor Financial Management Report (NF533M)	2
J	Cover Letter and Past Performance Questionnaire	5
K	Pricing Model Staffing Plan	8

(END OF CLAUSE)

[END OF SECTION]

PART IV - REPRESENTATIONS AND INSTRUCTIONS**SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS****K.1. ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FAR 52.204-8) (JAN 2006)**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541712- Research and Development in the Physical, Engineering, and Life Sciences.

(2) The small business size standard is 500 employees.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the Offeror is currently registered in CCR, and has completed the ORCA electronically, the Offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (c) applies.

☐ (ii) Paragraph (c) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.

(c) The Offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*Offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR CLAUSE	TITLE	DATE	CHANGE

Any changes provided by the Offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(END OF PROVISION)

K.2. REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (FAR 52.227-15) (DEC 2007)

a) This solicitation sets forth the Government's known delivery requirements for data (as defined in the clause at [52.227-14](#), Rights in Data—General). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at [52.227-16](#), if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data—General clause at [52.227-14](#) included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data instead. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) By completing the remainder of this paragraph, the offeror represents that it has reviewed the requirements for the delivery of technical data or computer software and states [*offeror check appropriate block*]—

☐ (1) None of the data proposed for fulfilling the data delivery requirements qualifies as limited rights data or restricted computer software; or

☐ (2) Data proposed for fulfilling the data delivery requirements qualify as limited rights data or restricted computer software and are identified as follows:

(c) Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of the data should a contract be awarded to the offeror.

(END OF PROVISION)

K.3. COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (FAR 52.230-1) (JUN 2000)

NOTE: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the Offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT—COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any Offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the Offeror's proposal under this solicitation unless the Offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the Offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) Certificate of Concurrent Submission of Disclosure Statement.

The Offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The Offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) Certificate of Previously Submitted Disclosure Statement.

The Offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The Offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

☐ (3) Certificate of Monetary Exemption.

The Offeror hereby certifies that the Offeror together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$25 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The Offeror further certifies that if such status changes before an award resulting from this proposal, the Offeror will advise the Contracting Officer immediately.

☐ (4) Certificate of Interim Exemption.

The Offeror hereby certifies that (i) the Offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the Offeror is not yet required to submit a Disclosure Statement. The Offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the Offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraphs (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$25 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS—ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the Offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the Offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The Offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the Offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the Offeror received less than \$25 million in awards of CAS-covered prime contracts and subcontracts, or the Offeror did not receive a single CAS-covered award exceeding \$1 million. The Offeror further certifies that if such status changes before an award resulting from this proposal, the Offeror will advise the Contracting Officer immediately.

CAUTION: An Offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$25 million or more or if, during its current cost accounting period, the Offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The Offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ YES ☐ NO

(END OF PROVISION)

**K.4. PROPOSAL DISCLOSURE—COST ACCOUNTING PRACTICE CHANGES
(FAR 52.230-7) (APR 2005)**

The Offeror shall check “yes” below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

☐ Yes ☐ No

If the Offeror checked “Yes” above, the Offeror shall—

- (1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and
- (2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

(END OF PROVISION)

**K.5. USE OF GOVERNMENT-OWNED PROPERTY (NFS 1852.245-79) (DEVIATION)
(SEP 2007)**

(a) Items of Government property flown in space or used to support other pioneering NASA programs have increased probability of historic significance and an intrinsic value that is likely to exceed their unused material or physical value. Descriptions of physical characteristics alone are often insufficient to determine an item's historic significance or real value. In addition to the property record data required by the clause at FAR 52.245-1, Government Property in this contract, Contractor records of all Government property under this contract shall -

- (1) Identify the projects or missions that used the items;
- (2) Specifically identify items of flown property;
- (3) When known, associate individual items of property used in space flight operations with the using astronaut(s); and
- (4) Identify property used in test activity and, when known, the individuals who conducted the test.

(b) The Contractor shall include this information within item descriptions -

- (1) On any Standard Form 1428, Inventory Schedule;
- (2) In automated disposition systems;

(3) In any other disposition related reports; and

(4) In other requests for disposition instructions.

(c) The Contractor shall not remove NASA identification or markings from Government-furnished property prior to disposition without the advanced written approval of the NASA Industrial Property Officer.

(END OF PROVISION)

[END OF SECTION]

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**L.1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

FAR website: <http://acquisition.gov/far/index.html>

NFS website: <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>PROVISION NO.</u>	<u>DATE</u>	<u>TITLE</u>
52.204-6	OCT 2003	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER
52.211-14	SEP 1990	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (<i>Insert "C-9 rated order" in blank</i>)
52.215-1	JAN 2004	INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION
52.215-2	AUG 1996	AUDIT AND RECORDS—NEGOTIATION
52.215-8	OCT 1997	ORDER OF PRECEDENCE—UNIFORM CONTRACT FORMAT
52.215-10	OCT 1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
52.215-16	JUN 2003	FACILITIES CAPITAL COST OF MONEY
52.215-18	OCT 1997	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS
52.215-20	OCT 1997	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA
52.219-24	OCT 2000	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAMS-- TARGETS
52.222-24	FEB 1999	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION
52.222-46	FEB 1993	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES
52.232-38	MAY 1999	SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER
52.237-10	OCT 1997	IDENTIFICATION OF UNCOMPENSATED OVERTIME

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

	<u>PROVISION NO.</u>	<u>DATE</u>	<u>TITLE</u>
1852.219-77	MAY 1999	NASA MENTOR-PROTÉGÉ PROGRAM	
1852.223-73	NOV 2004	SAFETY AND HEALTH PLAN	
1852.227-71	APR 1984	REQUEST FOR WAIVER OF RIGHTS TO INVENTIONS	
1852.227-84	DEC 1989	PATENT RIGHTS CLAUSES	
1852.231-71	MAR 1994	DETERMINATION OF COMPENSATION REASONABLENESS	
1852.233-70	OCT 2002	PROTESTS TO NASA	

(END OF PROVISION)

L.2. TYPE OF CONTRACT (FAR 52.216-1) (APR 1984)

The Government contemplates award of a single award Indefinite Delivery Indefinite Quantity (IDIQ) Cost-Plus-Fixed-Fee (CPFF) contract resulting from this solicitation.

(END OF PROVISION)

L.3. SERVICE OF PROTEST (FAR 52.233-2) (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer, Natalie LeMar at NASA Ames Research Center by obtaining written and dated acknowledgment of receipt from:

NASA Ames Research Center
Attn: Natalie LeMar, M/S 241-1
Moffett Field, CA 94035-1000

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(END OF PROVISION)

L.4. PROPOSAL PREPARATION--GENERAL INSTRUCTIONS

(a) Proposing Entity. Offerors proposing as a team, or other such business arrangement, shall fully describe this team or arrangement by outlining the relationship, commitment, and responsibilities of the parties. This documentation shall be provided, as appropriate, in the proposal and as requested in paragraph (b)(2) below.

(b) Format.

(1) Offerors shall submit proposals in three volumes as specified below. Each part of the proposal shall be complete, and prepared in accordance with solicitation instructions to enable concurrent and separate evaluation of each part. Unless otherwise noted, all proposal components shall be submitted as printed (paper) copies.

Proposal Component	Location in RFP	Required Copies to NASA-ARC Addressed per SF 33, Block 9			Other
		Original	Additional	Electronic	
Cover Letter Contact Information Teaming Arrangements Standard Form (SF) 33 Section B Section H Section I Standard Form (SF) 3881 Section K Oral presentation Attendee List	L.4(b)(2)	1	10	1	0
Vol. I, Mission Suitability Proposal	L.4(c), L.7(a)	see below	see below	see below	0
Oral Presentation (format)	L.6	1	10	2 ²	
A. Management Approach	L.7(a)(2)A				
Written Subfactors (format)	L.5	1	10	1	
A. Management Approach					
Key Personnel	L.7(a)(2)A(7)				
Total Compensation Plan	L.7(a)(2)A(8)				
Organizational Conflicts of Interest Avoidance Plan	L.7(a)(2)A(9)				
B. Technical Understanding	L.7(a)(2)B				
C. Safety & Health Plan	L.7(a)(2)C				
D. Small Business Utilization	L.7(a)(2)D				
Vol. II, Past Performance Proposal	L.4(d), L.7(b)	1	10	1	
Vol. III, Cost/Price Proposal	L.4(e), L.7(c)	1	10	1 ³	2 ³

(2) Include a cover letter with the proposal, attaching the completed representations, certifications and acknowledgments specified in Section K of this solicitation. The cover letter must be signed by an official authorized to contractually bind your company. As part of that letter, provide the following information:

- The names, telephone numbers, and email addresses of persons to be contacted for clarification of questions.
- If applicable, include a complete description and documentation for teaming or other such business arrangements.
- A statement that the proposal is firm for a period of not fewer than 180 days.

² An additional electronic copy of the oral presentation is required, prepared as described in L.6.

³ Two copies to DCAA; see (b)(4)

³ The electronic copies of the Cost Proposal Exhibits and Schedules in Section J.1(b), Attachment E are required to be saved and submitted in their Excel (.xls) format, not as a PDF.

- A statement of acceptance of the anticipated contract provisions and proposed schedule, or specific exceptions taken to any of the terms and conditions.
- A completed copy of the Standard Form 33 (SF 33) signed by an official authorized to contractually bind the Offeror. Include written acknowledgement of any solicitation amendments.
- A completed Section B, "Estimated Cost and Fixed Fee," with the proposed fee percentage inserted in the appropriate blank space.
- A completed response to Section H, "Key Personnel and Facilities" NFS clause 1852.235-71, and H.14 "Incorporation of the Contractor's Proposal" with the Mission suitability proposal number inserted in the appropriate blank space.
- A completed response to Section I, "Contract Clauses," FAR clauses 52.219-4, 52.219-23, and 52.227-23.
- A completed Standard Form 3881, *ACH Vendor/Miscellaneous Payment Enrollment Form*.
- For the Oral Presentation, provide a written list of names of the presenters, position titles, name of firm, and U.S. Citizen or Resident Alien status.

(3) Address and forward the proposal package in accordance with the instructions specified on SF 33, Block 9.

(4) Concurrent with the above submission, forward two (2) copies of the Cost/Price Proposal to the cognizant Defense Contract Audit Agency (DCAA) office marked "NASA Evaluation Material."

(5) The pages and presentation slides of each proposal volume shall be numbered and identified with the Offeror's name, RFP number, and date. The table of contents must list figures and tables separately. Where necessary, a cross-reference sheet to other volumes shall be included. Each volume shall contain a more detailed table of contents to delineate the subparagraphs within that volume. Tab indexing shall be used to identify Sections. Each volume shall contain a glossary of all abbreviations and acronyms used, with an explanation for each. Title pages, tables of contents, cross-referencing matrix, list of figures and list of tables, blank dividers, tabs, and glossaries do not count against the page limitations for their respective volumes. Response to Small Business Utilization and Subcontracting plans, if required, are also excluded from the page count limitation. Further page limitations are set forth in this Section L, paragraph L.5, "Proposal Page Limitations."

(6) One electronic copy of each volume shall be submitted (in addition to the hard copies specified in (b)(1) above) in PDF (Portable Document Format). The electronic format data shall be provided on quality, virus-scanned, virus-free CD-R/CD-RW or USB stick with an external label indicating: (1) the name of the Offeror, (2) the RFP number, and (3) a list of the files contained on the CD or USB. Submissions shall consist of a total of five (5) CDs or USB sticks (one for each volume, one for the cover letter and one for the sealed oral presentation as described in Section L.6). In the event of any inconsistency between data provided on electronic media and proposal hard copies, the original hard copy data will be considered to be the intended data.

(7) Proposals shall be submitted in a format that addresses all evaluation factors. Information pertinent to the factors shall be included in their respective proposal volumes. The proposal content must provide a basis for evaluation against the requirements of the solicitation. Offerors must identify and discuss risk factors and issues throughout the proposal where they

are relevant, and describe their approach to managing these risks, pursuant to NFS 1815.203-72, "Risk Management."

(8) **BINDING AND LABELING:** Each volume of the proposal shall be separately bound in a three-ring loose-leaf binder that shall permit the volume to lie flat when open. Staples shall not be used. A cover sheet shall be bound in each book, clearly marked as to volume number, title, copy number, solicitation identification and the Offeror's name. The same identifying data shall be placed on the spine of each binder. The Offeror shall apply all appropriate markings including those prescribed in accordance with FAR 52.215-1(e), "Restriction on Disclosure and Use of Data," and FAR 3.104-5, "Disclosure, Protection, and Marking of Contractor Bid or Proposal Information and Source Selection Information."

(9) **LATE SUBMISSION:** Any volume submitted after the specified time will cause the entire proposal to be considered late in accordance with provision FAR 52.215-1, "Instructions to Offerors—Competitive."

(c) **Mission Suitability (Volume I).** Both management and technical information shall be included in the Mission Suitability Proposal. No cost/price data shall be included except for a schedule of wages, salaries and benefits. Information shall be precise, factual, current, detailed and complete. Offerors shall not assume that the Source Evaluation Board is aware of company abilities, capabilities, plans, facilities, organization or any other pertinent fact that is important to the accomplishment of the work. The evaluation will be based on the information presented in the oral and written presentation. The proposal must specifically address each listed evaluation subfactor.

(d) **Past Performance Proposal (Volume II).** The Past Performance factor indicates the relevant quantitative and qualitative aspects of each Offeror's record of performing services, or delivering products, similar in size, content, and complexity of the requirements of this solicitation.

(e) **Cost/Price Proposal (Volume III).** Cost/price proposals must contain sufficient pricing information to support negotiation of the contract type noted in this Section L, paragraph L.2, FAR 52.216-1, "Type of Contract."

(END OF PROVISION)

L.5. PROPOSAL PAGE LIMITATIONS

(a) The following page limitations are established for each portion of the proposal submitted in response to this solicitation.

Proposal Component	Page Limit ⁴
Cover Letter	No limit
Volume I — Mission Suitability Proposal	See below
Oral Presentation	
A. Management Approach	75 (slides)
Written Subfactors	

⁴ These limits apply only to content pages. Paragraph L.5(c) lists page types which are not affected by this limit.

A. Management Approach	
Key Personnel	No limit ⁵
Total Compensation Plan	No limit
Organizational Conflicts of Interest Plan	No limit
B. Technical Understanding	50
C. Safety and Health Plan	No limit
D. Small Business Utilization Subcontracting Plan (Large Business)	No limit
Volume II — Past Performance Proposal	50 ⁶
Volume III — Cost/Price Proposal	No limit

(b) A written page is defined as one side of a sheet, 8 1/2" x 11", with at least one inch margins on all sides and shall contain Arial font text with a size not smaller than 12 point. Foldouts count as an equivalent number of 8 1/2" x 11" pages. The metric standard format most closely approximating the described standard 8 1/2" x 11" size may also be used. Diagrams, charts, tables, and photographs shall contain Arial font text in a size no smaller than 10 point.

(c) Title pages, tables of contents, cross-referencing matrix, list of figures and list of tables, blank dividers, tabs, and glossaries are excluded from the page counts specified in paragraph (a) of this provision. In addition, Volume III of your proposal is not page limited. However, Volume III is to be strictly limited to cost and price information. Information that can be construed as belonging in one of the other Volumes of the proposal will be so construed and counted against that Volume's page limitation. In addition, the Safety and Health Plan, the Organizational Conflicts of Interest Plan, the Small Business Subcontracting Plan, if applicable, and the commitment letters and resumes for key management and technical personnel are not page limited. However, commitment letters shall be limited to no more than one page per individual, and the resumes with job descriptions shall be limited to no more than 3 combined pages per individual.

(d) If final revisions are requested, separate page limitations will be specified in the Government's request for that submission.

(e) Pages and slides submitted in excess of the limitations specified in this provision will not be evaluated by the Government and pages will be returned to the Offeror.

(END OF PROVISION)

L.6. INSTRUCTIONS FOR MISSION SUITABILITY ORAL PRESENTATIONS

(a) Offerors must submit their oral presentation materials together with their offers. Offerors may not change their presentation after this submission. The Government will furnish the presentation materials (in their originally sealed package) to the Offeror's presenters immediately before the start of the presentation. The purpose of this restriction is to protect the integrity of the oral presentation process. Offerors shall mark their package containing their presentation materials for the oral presentation as follows: "OFFEROR'S PRESENTATION

⁵ In the Key Personnel written response, commitment letters are limited to one page per individual; resumes are limited to 3 pages total per individual. See paragraph L.5(c).

⁶ No limit to length of past performance questionnaire responses.

MATERIALS FOR MISSION SUITABILITY ORAL PRESENTATION.” Animation of any type may not be used in the Offeror’s slides.

(b) Oral Presentation Media: Offerors shall provide their presentation in Portable Document Format (PDF). The Government will provide the computer, software, projector and screen to support the presentation of the PDF file(s). Offerors may not use any other media. Offerors shall mark presentation materials in accordance with FAR 52.215-1, "Instructions to Offerors—Competitive Acquisition," as appropriate. Slides shall contain Arial font text with a size not smaller than 12 point and must be black on a white/clear background. Offerors may use colors other than black and white/clear on graphical slides (e.g., bar charts, pie charts, graphs or figures) when color is useful in conveying information. Diagrams, charts, tables, and photographs shall contain Arial font text in a size no smaller than 10 point.

(c) The Offeror shall have the proposed Program Manager and up to 2 of the Offeror’s Key Personnel present the oral presentation **(limit three (3) presenters)**. **Additional attendees beyond the presenters are not allowed.** The Offeror shall introduce each of the presenters at the start of the oral presentation. Introductions shall count against the time limits for presentation. Requests for changes/substitutions/additions to the proposed presenters are not allowed.

(d) The oral presentation shall specifically address each listed evaluation subfactor with the exclusion of the written Mission Suitability subfactors, which will be evaluated by the government independently.

(e) Within fifteen (15) business days after the closing date of the RFP, each Offeror will be given the date, time and place for its oral presentation. The date will not be less than 7 days following notification. The oral presentation will be held at Ames Research Center, Moffett Field, California (this is subject to change at the Government’s discretion).

(f) The Government will randomly assign a date for the oral presentation to each Offeror who submits a responsive proposal and which is received by the designated due date. The Government will choose random numbers from a "blind" receptacle, which correspond to the number assigned to the written proposal. From the first random number chosen through the last, the numerical sequence of the Offerors scheduled to present will be established. After assigning the sequence of presentations, the Offeror will be notified of the scheduled time and place for the Oral Technical Presentation. The right to reschedule any Offeror's presentation is at the discretion of the Contracting Officer.

(g) The Oral Presentation of the Management Approach may be recorded by the Government. The Government will provide its own recording equipment. Copies of the recording will not be provided to the Offeror.

(h) The length of the presentation shall be no more than 75 minutes. The Government may ask for clarification at the conclusion of presentation, which shall not count against the time limit. The format is shown below:

Description	Time Limit (Minutes)
Presentation	45
Break	15
Presentation	30

Break	15
Proposal Clarification	Unlimited

(i) The oral presentation will be in the form of a briefing of the factors and subfactors identified in Section L, paragraph L.7, *Proposal Preparation--Specific Instructions (ARC 52.215-91)*. The oral presentation shall be compliant with all mandatory instructions contained in this solicitation.

(j) The Offeror shall not provide any additional written material during the presentation and clarification sessions. No external communication (e.g., phone calls, cellular phones, e-mail, etc.) shall be allowed during the presentation and proposal clarification sessions.

(k) Proposal Clarification. During the clarification period, the Government may request clarification of any of the points presented. Any such interchange between the Offeror and the Government will be for clarification only, and will not constitute discussions within the meaning of FAR 15.306(d). There is no time limit per se for clarifications; however, the Offeror will be limited to only 5 minutes for each clarification. Time for clarifications will not be counted against the Offeror's 75 minute presentation time limit.

(l) Slides are considered as part of the technical proposal and will be incorporated into the contract. When an oral presentation includes information that the parties intend to include in the contract as material terms or conditions, the information shall be put in writing. Incorporation by reference of oral statements is not permitted. Offerors are advised to ensure that their slides are complete and comprehensive, and cover all of the areas subject to their oral presentation.

(m) No discussions, as defined by FAR 15.306(d), will be permitted during the oral presentation. The Offerors will not be informed of their strengths, deficiencies or weaknesses during the presentation or clarification period.

(END OF PROVISION)

L.7. PROPOSAL PREPARATION--SPECIFIC INSTRUCTIONS

The contract award will be based on evaluation of the following factors:

- Mission Suitability
- Past Performance
- Cost/Price

Proposals shall be submitted in a format that follows the format of the factors and their subfactors. Only information pertinent to the factors and subfactors shall be submitted in the Offeror's proposal volumes. (See the weighting for the factors and subfactors in Section M.3.)

(a) Mission Suitability Proposal (Volume I). The Mission Suitability factor indicates, for each Offeror, the merit or excellence of the work to be performed or product to be delivered. Information must be precise, factual, detailed and complete. Offerors must not assume that the evaluation team is aware of their company abilities, capabilities, plans, facilities, organization or any other pertinent fact that is important to accomplishment of work.

(1) The evaluation will be based on the information presented in the oral presentation and the written subfactors. The proposal must specifically address each listed evaluation subfactor. Offerors may recommend changes to the Statement of Work in instances where such changes would improve performance, provided they are specifically identified together with the wording and a justification for the change. Offerors shall identify and discuss risk factors and issues throughout the proposal where they are relevant, and describe their approach to managing these risks.

(2) The content of the Offeror's Mission Suitability Proposal shall provide the basis for evaluation of the Offeror's response to the technical requirements of the RFP. Offerors shall identify and discuss risk factors and issues throughout the proposal where they are relevant, and describe their approach to managing these risks.

(3) If the SEB determines that a proposal does not adequately demonstrate the offeror will be able to perform the work with the resources proposed, the SEB may determine this to be a mission suitability weakness as well as require an adjustment for probable cost. This integration between mission suitability findings and probable cost adjustments is critical to accomplishing cost realism.

The Mission Suitability Proposal shall address the following subfactors:

INDEX OF MISSION SUITABILITY SUBFACTORS				
Para.	Subfactor Title	Elements		Format
A	Management Approach	1	Organizational Structure/Partnering Approach	Oral
		2	Response to Case Study A	Oral
		3	Response to Case Study B	Oral
		4	Key Personnel	Oral
		5	Staffing, Recruitment, Retention and Training	Oral
		6	Phase-In Plan	Oral
		7	Key Personnel	Written
		8	Total Compensation Plan	Written
		9	Organizational Conflicts of Interest Avoidance Plan	Written
B	Technical Understanding			Written
C	Safety and Health Plan			Written
D	Small Business Utilization			Written

Note: The following outline should not be construed as an indication of the order of importance or relative weighting within individual elements of Mission Suitability subfactors as there are no discrete point values to any of the elements.

A. Management Approach – (Subfactor)

The Offeror shall describe its management and business approaches to coordinate, perform, integrate, control, and accomplish the requirements of the SOW from phase-in through the life of the contract.

1. Organizational Structure/Partnering Approach – Oral Presentation. The Offeror shall describe its organizational structure and partnering approach, including rationale for the following:

- How the Offeror's organizational structure provides clear internal and external lines of authority. Diagram the structural connections or associations of the entities responsible for this work with any corporate or division organizations and any subcontractors.
- Organization and coordination of all performing entities, in particular all subcontractors, and their relationship to the overall effort.
- Authority and responsibility vested in site and technical-task managers and their access to corporate or company resources to support the contract through all phases.
- Plan to be used to develop and to manage the execution of multiple task orders, changing tasks, task priorities, resources, and schedules in a timely, efficient and cost effective manner.
- Process(es) for managing the contract including contract modifications, task modifications, handling changing environments, and problem resolution techniques.
- Process(es) for initiating new subcontracts and vendor agreements, managing small vendors as well as large and with one time requirements and long-term relationships.
- Process(es) for managing new technology, licensing and technology transfer.
- Services, facilities, equipment, and staff assistance, beyond that required for the on-site staff, that can be obtained for this contract that are either internal or external to the corporation, how these resources can be obtained or provided, and the corporate commitment and flexibility to provide these resources when requested. Include technical and business assistance provided by corporate offices of the prime and major subcontractors, including technical consultants, human resources, procurement, subcontracting, legal, and foreign national processing support.
- Benefits to the Government of the above identified resources (in terms of mission impact, cost savings, technical resources, efficiency improvements, etc.) where appropriate.
- Developing and infusing best practices and industry standards.

Response to the Case Studies: Proposals that merely restate the case study without discussing approach and rationale may be considered unacceptable and subject to rejection. Further, the Offeror can assume that the evaluation team has copies of the case study. Therefore, restating the case study is unnecessary.

2. Response to Case Study A – Oral Presentation. The Case Study (A) below is provided to enable the Government to evaluate the Offeror's overall understanding of the management challenges of a research and development organization. The Offeror's detailed response to the case study shall address the following:

- Management approach
- Unique and critical aspects of the management approach
- Implementation and operational schedule
- Identification and mitigation of risks
- Assumptions made in responding to the case study
- Elements and justification of costs that must be considered (labor hours, ODCs, etc.)

Case Study A: New Effort Management

The Division is often requested to provide input for a project plan supporting technical requirements that require the collective ideas of several ISRDS technology areas. For this case study, assume that the project plan will require input from three of the technology areas in order to answer a request to provide a new collaborative system at Johnson Space Center. The resulting operational system will support collaborative work between different departments within JSC as well as teams at Ames and JPL. The Offeror shall describe its proposed approach for managing and staffing this 2-month project planning effort.

3. Response to Case Study B – Oral Presentation. The Case Study (B) below is provided to enable the Government to evaluate the Offeror's overall understanding of the management challenges of a research and development organization. The Offeror's detailed response to the case study shall address the following:

- Management approach
- Unique and critical aspects of the management approach
- Processes that are required to support this requirement
- Identification and mitigation of risks
- Assumptions made in responding to the case study

Case Study B: Staffing Management

The Division often supports an intern program over the summer (May to Sept). Assume there will be a requirement for 40 interns, 15 of which will be foreign nationals. Many of the aspects related to a summer program must be carefully planned to ensure that the students receive a rewarding experience and that the mentors at Ames receive good student support. The Offeror shall describe its approach for managing the program including the schedule, recruiting and documentation requirements.

4. Key Personnel – Oral Presentation. The Offeror shall describe its approach and rationale for key personnel and address the following:

- Key positions including the allocation of those positions between the prime and any proposed subcontractors.
- Position descriptions including authorities, assignments, experience, and skills required of key personnel.
- Individuals assigned to these key positions and percentage of their time allocated to this contract.
- Staffing approach for key personnel during absences due to vacation, illness, etc.
- Procedures for replacing key personnel.

5. Staffing, Recruitment, Retention and Training – Oral Presentation. The Offeror shall describe its staffing and recruitment approach and rationale for the following:

- Proposed approach to providing the staffing (skill mix) necessary to perform the requirements contemplated in the statement of work. Include the assignments and the skills required for other-than-key personnel and incumbent skill retention.
- Provide recruitment plans, methods, and employee retention plans. Address plans for internal training, mentoring, and career development.
- Address any difficulties anticipated in fulfilling the staffing requirements of this contract and the plans to overcome those difficulties.
- Provide process for dealing with underperforming employees.
- Submit information concerning other policies and incentives aimed at contributing to employee retention, morale, productivity, growth and development.
- Plans for short notice, rapid (within 30 calendar days) recruiting of experienced and qualified personnel (other than key personnel), subcontracting arrangements, and other cross-utilization of personnel to meet changing requirements of the contract.
- Propose methods and procedures for specific projects that may have a defined period of performance of less than one year.
- Processes for hiring and retaining uniquely qualified individuals, including senior researchers and foreign nationals with various immigration status (H1, J1, green card, etc.).

6. Phase-in Plan – Oral Presentation. The Offeror shall describe its phase-in plan for the following:

- Proactive approaches to ensuring efficient continuation of operations during contract turnover, addressing issues typically encountered during the initial and ongoing transition of personnel.
- Proposed key or other personnel (by title and function), and their availability, who will participate during the phase-in and rationale.
- Estimate of, and supporting rationale for, the number of incumbent contractor employees expected to be hired.
- The impact of the Offeror's policy for continuing and/or replacing the benefits of the incumbent contractor's employees expected to be hired (e.g., seniority, accrued sick and annual leave, compensatory time, health plans, 401k plans, etc.).
- Availability of a benefits specialist for the duration of phase-in during office hours (9:00 am – 5:00 pm Pacific Time).

7. Key Personnel – Written Proposal. The Key Personnel written proposal includes the following: key person commitment letters with percentage committed, commitment letter from company that intends to move existing staff to key position, and resumes for key management and technical personnel.

8. Total Compensation Plan – Written Proposal

The Offeror shall provide a Total Compensation Plan (TCP) for all personnel proposed, in accordance with NFS provision 1852.231-71, "Determination of Compensation Reasonableness," and FAR provision 52.222-46, "Evaluation of Compensation for Professional Employees." Note, the Offeror shall require all service subcontractors (1) with proposed cost reimbursement or non-competitive fixed-price type subcontracts having a total potential value in excess of \$500,000 and (2) the cumulative value of all their service

subcontracts under the proposed prime contract in excess of 10 percent of the prime contract's total potential value, provide as part of their proposals the information identified in (a) through (c) of NFS provision 1852.231-71. The required professional compensation plan must:

- a. Identify the categories of personnel that are in a bona fide executive, administrative or professional capacity as defined by FAR 22.1102 and 29 CFR 541.
- b. Provide a reference to the where the breakdown of salaries/wages in accordance with the prescribed format contained in the Cost Proposal appears, along with a reference of where the itemization of the benefits that require employee contributions and the amount of that contribution as a percentage of the total cost of the benefit appears. Provide a reference to where the two charts, one containing the average of fringe benefit information for all the exempt labor categories and one containing the average of fringe benefit information for all the non-exempt labor categories, are located in the Cost Proposal.
- c. Provide supporting data, such as recognized national, regional, and local compensation surveys and studies of professional, public and private organizations, used in establishing the total professional compensation structure.

9. Organizational Conflicts of Interest Avoidance Plan – Written Proposal

An Organizational Conflicts of Interest Avoidance Plan shall be provided in the proposal. The Plan shall include a narrative which describes the Contractor's procedures to ensure compliance with, and assurances that, all safeguards are in place to maintain control, handling and non-disclosure of sensitive data in conformance with contract requirements. Specifically, the Plan shall address all the requirements identified in Section H, paragraph H.10 (*Organizational Conflicts of Interest and Limitation on Future Contracting*) and Section I, paragraph I.1 (NFS 1852.237-72, *Access to Sensitive Information*) relative to the offeror's understanding and proposed methodology for implementation of the above contract requirements.

B. Technical Understanding – Written Proposal (Subfactor)

Stating that the Offeror understands and will comply with the requirements described in the SOW is considered an inadequate response, as is paraphrasing. Statements such as "standard procedures will be employed" or "well known techniques will be used" do not indicate a sufficient level of awareness and understanding of the SOW, and will not be considered as an effective response to the solicitation.

The Offeror's proposal shall demonstrate its understanding of the requirements of the SOW and specifically address how the work would be accomplished as follows:

- The Offeror shall address how the broad spectrum of technical areas of the SOW will be managed in a coherent, integrated manner that will meet each of the requirements defined in the Statement of Work, specifically addressing the requirements of each of the Technology Areas.
- The Offeror's submission shall be complete, balanced, and consistent, and shall clearly demonstrate an understanding of all the technical areas of the Statement of Work (SOW) and their interrelationships.

- The Offeror shall describe its approach to staying abreast of innovative technologies and adopting them where appropriate.
- The Offeror shall identify risk areas and recommend approaches to minimize the probability and impact of those risks.

C. Safety and Health – Written Proposal (Subfactor).

The Offeror shall submit a detailed written safety and health plan. Safety items to be covered in the plan can be found in NPR 8715.3A and APR 1700.1, and shall include, at a minimum, those listed below. Additional items may be included, if appropriate.

- (1) Statement of the policy and program goals concerning safety and health.
- (2) Safety and health program management structure. The plan shall clearly define safety assignments and specific safety roles to individuals by name and title.
- (3) Safety management program elements. The plan shall cover techniques for achieving program goals and shall include:
 - (i) Methods to make certain that clear statements of hazardous situations and necessary cautions are in documents which detail operations, such as inspection, test, and operating procedures.
 - (ii) Means for ensuring that every employee understands how to recognize hazards and how to avoid having mishaps.
 - (iii) Procedures for certification of personnel performing potentially hazardous operations. Identify certifications and corresponding training requirements and/or physical conditions that are required to perform work.
 - (iv) Controls over the procurement, storage, issuance, and use of hazardous substances and procedures for management of hazardous waste.
 - (v) Controls for special hazards such as lasers, explosives, biohazards, power-actuated hand tools, high-pressure devices, etc.
 - (vi) Method of making sure that emergency plans and procedures are current and sufficient.
 - (vii) Method for reporting and investigating accidents and incidents (mishaps).

This plan, as approved by the Contracting Officer, shall be included in any resulting contract. The Offeror shall provide any applicable Voluntary Protection Program (VPP) certification.

D. Small Business Utilization – Written Proposal (Subfactor).

All Offerors, except small business concerns, must complete the Small Business Subcontracting Plan according to instructions described below. Although small businesses are not required to submit Small Business Subcontracting Plans, the instructions below request "Other" information that needs to be addressed, if applicable. See paragraph 2.b below. Small businesses shall address small business participation to the extent that subcontracting opportunities exist. See FAR 52.219-8, *Utilization of Small Business Concerns*.

The instructions regarding SDB participation apply to BOTH large and small business offerors except SDB offerors, unless the SDB offeror waives the price evaluation adjustment

factor by completing paragraph (c) of FAR clause 52.219-23, *Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns* in Section I of this solicitation. The waiver, if elected, makes the particular SDB offeror INELIGIBLE for the price evaluation factor adjustment but ELIGIBLE for the "evaluation credit" (points) associated with the SDB participation described in Section M.

1. Small Business Subcontracting Plan (the Plan) required by the FAR (This applies ONLY to Large Businesses):

- a. This solicitation contains FAR clause 52.219-9, "Small Business Subcontracting Plan—Alternate II." The Subcontracting Plan described and required by the clause, including the associated subcontracting percentage goals and subcontracting dollars, must be submitted with your proposal.
- b. The Contracting Officer's assessment of appropriate subcontracting goals for this acquisition, expressed as a percent of IDIQ maximum ordering value (basic and all options combined), is as follows:

Total Small Business Goal	20%
Small Businesses	20%
*Small Disadvantaged Business Concerns (Includes SDB's in both targeted and non-targeted areas.)	8%
Women Owned Small Business Concerns	2%
HUBZone Small Business Concerns	0.5%
Veteran Owned Small Business Concerns	1%
Service-Disabled Veteran-Owned Small Business Concerns	0.5%

SB – Small Business WOSB – Women-Owned Small Business SDB – Small Disadvantaged Business HBZ – HUBZone Small Business VO – Veteran-Owned Small Business SDVOSB – Service-Disabled Veteran-Owned Small Business

*Although 15 U.S.C. 637(d) requires subcontracting plans to contain information about SDB concerns, case law prevents the Government from giving evaluation credit to business types based on race or ethnicity unless those businesses are in under represented industries. The Section M evaluation for SDB participation ensures that the Government only evaluates participation of SDB's in industries that are designated by the Department of Commerce as under represented. For purposes of the Small Business Subcontracting Plan, the proposed subcontracting goal for SDB's will be evaluated based upon the SDB's status as a small business.

- c. Offerors are encouraged to propose goals that are equivalent or greater than those recommended in section b above; however, Offerors must perform an independent assessment. The goals included in the submitted Subcontracting Plan may be higher, lower, or the same as the recommended goals, depending upon the Offeror's independent assessment. The Offeror's Subcontracting Plan shall separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and women-owned small business concerns.

d. The Plan submitted with the proposal shall be incorporated in Section J as J.1(a), Attachment 8 in the resulting contract. The requirements in the Plan must flow down to first tier large business subcontracts expected to exceed \$550,000 or \$1,000,000 for construction of a public facility. Although these first tier large business subcontractors are encouraged to meet or exceed the stated goals, it is recognized that the subcontracting opportunities available to these subcontractors may differ from those suggested in the solicitation based upon the nature of their respective performance requirements.

e. Offerors are advised that a proposal will not be rejected solely because the submitted Plan does not meet the NASA recommended goals that are expressed in paragraph 1. (b) above in terms of percent of IDIQ MAXIMUM ORDERING VALUE (basic and all options combined). Offerors shall discuss the rationale for any goal proposed that is less than the Contracting Officer's recommended goal in any category. In addition, the Offeror shall describe the efforts made to establish a goal for that category and what ongoing efforts, if any, the Offeror plans during performance to increase participation in that category.

f. In addition to submitting a Small Business Subcontracting Plan in accordance with the Section I FAR clause 52.219-9, Alternate II, Offerors (Large Businesses) shall complete J.1(a), Attachment 9, SMALL BUSINESS SUBCONTRACTING PLAN GOALS, which provides a breakdown of the offeror's proposed goals, by small business category, expressed in terms of both a percent of IDIQ MAXIMUM ORDERING VALUE and a percent of TOTAL PLANNED SUBCONTRACTS. Offerors shall modify the exhibit in J.1(a), Attachment 9 to show the proposed subcontracting goals for the base period and each option separately.

EXAMPLE:

- (1) Example of Subcontracting Goals as expressed in both IDIQ MAXIMUM ORDERING VALUE and SUBCONTRACT VALUE for a contract IDIQ Maximum Ordering Value proposed at \$100M and estimated subcontracts of \$50M.

	Column A IDIQ MAXIMUM ORDERING VALUE	Column B	Column C SUBCONTRACT VALUE GOAL
Category	Percent of IDIQ Maximum Ordering Value	Dollar Value	Percent of Subcontracting Value
Small Business Concerns	25 percent	\$25,000,000	50 percent
<i>The following subcategories are inclusive of the above Small Business percentage</i>			
Women Owned Small Business Concerns	9 percent	\$9,000,000	18 percent
Small Disadvantaged Business Concerns	5.5 percent	\$5,500,000	11 percent
Veteran Owned Small Business Concerns	2.5 percent	\$2,500,000	5 percent
Service-Disabled Veteran-Owned Small Business Concerns	1.5 percent	\$1,500,000	3 percent

HUBZone Small Business Concerns	1.5 percent	\$1,500,000	3 percent
Historically Black Colleges and Universities	1.5 percent	\$1,500,000	3 percent

The Offeror proposes small business subcontracting goals as a percentage of IDIQ Maximum Ordering Value in column A.

Then based on the \$100 million IDIQ Maximum Ordering Value, the resulting statement of dollars that the Offeror would include in the Subcontracting Plan, as required by paragraph (d)(2) of FAR clause 52.219-9, would be as indicated in column B.

However, the Small Business Subcontracting Plan shall also express goals as a percent of total planned subcontracts. Assuming total subcontracting of \$50M, the resulting percentage goals, expressed as a percent of total subcontract dollars, and which would be stated in the Small Business Subcontracting Plan as required by paragraph (d)(1) FAR clause 52.219-9 would be recorded in column C.

2. Other:

Large businesses are required to complete section a. below to further support proposed goals in their Small Business Subcontracting Plan. Small businesses are required to complete section b. below to the extent that subcontracting opportunities exist in their proposal.

a. Offerors who are large businesses shall provide the following:

1. Rationale to substantiate the proposed goals in the Small Business Subcontracting Plan
2. If appropriate, discuss any plans to phase in contracting for the proposed Small Business concerns explaining the rationale for the phase-in plan.

b. Offerors who are small businesses shall provide the following:

1. A breakdown of anticipated subcontracting, in terms of total contract dollars, (basic requirement and each option separately), for both small business concerns and large businesses. Small businesses shall provide rationale to substantiate the anticipated subcontracting.

3. SDB Participation – Contract Targets:

a. The targets only include subcontracts with SDB concerns in those industries that the Department of Commerce has designated as under-represented areas within NAICS Industry Subsector. The General Services Administration has posted this Department of Commerce determination and additional information at:
<http://www.arnet.gov/References/sdbadjustments.htm>

b. After completing an independent assessment of the small disadvantaged opportunities available for this acquisition, Offerors shall propose a target for SDB participation by completing the Section H clause at H.12. Small Disadvantaged Business Participation – Contract Targets. The target for SDB participation in clause H.12 shall be expressed as a

percent of IDIQ MAXIMUM ORDERING VALUE (basic and all options combined). If the Offeror is an SDB that has waived the SDB price evaluation adjustment in accordance with FAR 52.219-23, it shall provide with its offer a target for the work that it intends to perform in the authorized subsectors as the prime contractor. For additional information on under represented areas by NAICS Industry Subsectors, Offerors may reference the following website: <http://www.arnet.gov/References/sdbadjustments.htm>

4. SDB Participation – Other:

The information below is only requested to the extent that it pertains to SDBs in the authorized NAICS Industry Subsectors.

Each Offeror shall:

- a. Provide rationale to substantiate the proposed targets for SDB participation.
- b. Provide a brief description of the Offeror's established or planned procedures and organizational structure for SDB outreach, assistance, counseling, market research and SDB identification, and relevant purchasing procedures. For large business Offerors, this information should conform to its submitted Small Business Subcontracting Plan.

(b) Past Performance Proposal (Volume II). The goal of this factor is to obtain information regarding the Offeror and major subcontractors' relevant past performance specifically in the areas of technical performance, contract management, and corporate management responsiveness. "Major subcontractors," for purposes of this solicitation, is defined as subcontracting dollars of \$5M or more covering a performance period of five (5) years. "Offeror" and "major subcontractor," for purposes of this solicitation includes predecessor companies.

As a minimum, the Past Performance Proposal shall include the following:

(1) A list of not more than two (2) relevant government contracts and one (1) industry contract, each in excess of \$5M, completed no more than five (5) years ago or on-going, involving related types of effort. These contracts shall demonstrate the Offeror's capabilities to perform this requirement. Include the contract numbers; Government agency or industry placing the contract; Contracting Officer, telephone number, and email address; and a brief description of Offeror's part of the work and the total dollar value of the Offeror's portion. Industry contracts involving subcontracting to another company that may have a prime contract with some area of the government are acceptable.

(2) For each cost-type contract identified in paragraph (1) above, specify the amounts of and explain the reason for cost underruns or overruns, if any. Specify the amounts and explain the reason for any cost savings or growth resulting from deletions or extensions to the period of performance, from work added/deleted to the scope of the contract, and from performance that cost more or less than originally predicted or estimated.

(3) For each of the contracts identified in paragraph (1) above, identify and explain any serious performance problems, any termination for default, any environmental violations, and any safety violations cited.

(4) For the Offeror and each of its major subcontractors, list the date of the most recent reviews of your management system(s) (e.g., purchasing, accounting, property, estimating).

Data must identify the type of review, including the results of the review, the cognizant Government agency making the review, systems approvals, if any, and the last date of a system approval.

(5) For each of the contracts identified in paragraph (1) above, explain any schedule slips.

(6) Specific information is required from the Offeror and proposed major subcontractors, past and active customers as identified in subparagraph (8)A. below.

(7) The Government reserves the right to require additional past performance information from other subcontractors that may be deemed critical by the Government, and from entities that will substantially contribute to the proposed contract, or have the potential to significantly impact performance of the proposed contract. An entity is defined as an organization such as a division or branch of a corporation, or a parent, subsidiary, or affiliates of the corporation. In some cases, this may be a single entity; in others, an Offeror may elect to draw on resources from across the entire corporation. In the former case, the description of roles and responsibilities is relatively straightforward. In other cases, additional information will need to be supplied to the Government to ensure a sufficient understanding of the relationships between the performing entity (providing task labor, task management and overall contract management) and other entities providing supplies or services in support of the performing entity.

(8) The major areas to be evaluated for the Past Performance factor are Relevant Technical Performance, Contract Management, Corporate Management Responsiveness, and Other Information.

A. Information Provided by Offerors and Major Subcontractors. Information regarding relevant technical performance, contract management, corporate management responsiveness, and other information shall be supplied by the Offeror and major subcontractors for the reference contracts that are identified in the paragraphs above (see (b)(1)). The Offeror shall provide the other information described below.

1. Relevant Technical Performance. The Offeror and major subcontractors shall provide any relevant technical performance information for each of their reference contracts to assist in the Government's evaluation on each of the following topics:

- Compliance with technical and schedule requirements
- Contractor flexibility and effectiveness in dealing with changes to technical requirements
- Innovation and resource-efficient solutions to satisfy requirements
- Key personnel performance
- Ability to assess and re-assign staff based on technical performance
- Problems encountered and their resolutions
- Accomplishment of task objectives without constant, direct customer oversight
- Approach to dealing with short-term high demand requirements
- Infusion of best practices and lessons learned

2. Contract Management. The Offeror and major subcontractors shall provide any contract management information for each of their reference contracts to assist in the Government's evaluation on each of the following topics:

- Management of both small and large tasks as well as the simultaneous management of a large number of varied tasks
- Conformance with the terms and conditions of contracts, including delivery of products and reports, and adherence to cost and schedule constraints
- Subcontract management
- Ability to attract and retain high-caliber technical employees to address contract objectives
- Retention of incumbent contractor employees during first year of follow-on contracts
- Management of the phase-in period to ensure efficient continuation of operations during contract turn-over
- Management of technology transfer

3. Corporate Management Responsiveness. The goal of this area is to obtain information regarding the Offeror's and major subcontractors' relevant corporate past performance, and the relationship of the Offeror to any entities within its corporation that will substantially contribute to the proposed contract or have the potential to significantly impact the proposed contract, and how well they have worked together in the past. The Offeror and major subcontractors shall provide any corporate management responsiveness information for each of its reference contracts to assist in the Government's evaluation. For all Offerors that intend to team, the Offeror shall submit information describing past successful teaming experiences in the referenced contracts. The following topics must be addressed:

- Responsiveness of corporate management to contract problems
- Extent of corporate management involvement in the operation of the contract
- Qualifications of on-site contract management
- Any overruns in direct and indirect overhead rates and their impact on overall cost performance
- Management performance problems encountered and their resolutions
- Management of process for hiring and retaining uniquely qualified individuals, including senior researchers and foreign nationals with various immigration statuses

4. Other Information. For all relevant contracts identified in (b)(1) above, and for all NASA contracts completed within the last five years or active for at least one year, the Offeror and major subcontractors shall:

- For contracts requiring a small business subcontracting plan, provide the extent of meeting the overall small business and SDB subcontracting goals
- For Award Fee or Incentive Fee Contracts, provide the rating scale and the fee results by evaluation period.

Past performance information may also be obtained through the NASA Past Performance Data Base (PPDB) or similar systems of other Government departments and agencies, questionnaires tailored to the circumstances of this acquisition, Defense Contract Management Agency (DCMA) channels, interviews with Program Managers and Contracting Officers, and other sources known to the Government, including commercial sources.

Offerors are notified that, in conducting an assessment of past performance, the Government reserves the right to use both data provided by the Offeror and data obtained from other sources.

B. Reference Information. The following information shall be supplied by each Offeror and major subcontractor. All information requested must concern contracts considered to be relevant in technical requirements, size and complexity to the contract expected to be awarded from this solicitation. This information shall concern only work performed by the Offeror's or major subcontractors' business entity that will perform the work under this contract, if awarded. Each Offeror is responsible for assuring that the customers return questionnaires directly to the Government 10 days prior to the proposal due date. If the Offeror or major subcontractor does not have enough references to meet these requirements, references shall be provided to the maximum extent possible. The questionnaires returned to the Government will not be counted against the proposal's page limitation.

1. Each Offeror and major subcontractor shall complete Section 1 of the Past Performance Questionnaire identified in Section J, "List of Documents, Exhibits, and Attachments," for each reference identified in paragraph 2 below.
2. Each Offeror and any proposed major subcontractor shall send a blank Past Performance Questionnaire to the cognizant Contracting Officer or the Contracting Officer's Technical Representative of **no more than three (3) relevant** completed (completed within the last *five* years) or active (underway at least one year) contracts, of which at least one (1) must be a relevant (NASA, other federal, state, or local) **government contract**. All Past Performance Questionnaires shall be drawn from the (b) Past Performance Proposal (Volume II) (1) list above. The Offeror is responsible for ensuring that the respondent completes and submits the questionnaire directly to the NASA Ames Research Center Contracting Officer no later than 10 days prior to proposal due date.
3. Each Offeror and major subcontractor shall provide NASA Ames Research Center Contracting Officer a list of contracts from whom Offerors have requested past performance information 20 days prior to proposal due date, via email to Natalie.R.LeMar@nasa.gov.

(c) Cost/Price Proposal (Volume III). Proposed costs will be analyzed to determine the cost/price and associated risks of doing business with the Offeror. Proposed costs will consist of the Offeror's proposed hourly labor, fringe benefits, overhead and indirect costs, proposed subcontracted effort and projected ODC's relative to the Government's estimated pricing model staffing plan. This information is requested in the exhibits identified below. If certification of cost or pricing data is required in accordance with Federal Acquisition Regulation 15.403, the successful Offeror will be required to submit a Certificate of Current Cost or Pricing Data in the form set forth in FAR 15.406-2 prior to the execution of any contract to be awarded as a result of this solicitation. **Cost/price proposals shall include the following information for the prime contractor as well as any subcontract valued at \$1M or more.** Offerors shall use the Cost Proposal Exhibits and Schedules in Section J.1(b), Attachment E. The proposed costs will be used for evaluation purposes based the Government's estimated pricing model staffing plan (labor category and number of individuals) included as Attachment J.1(b) ATTACHMENT K. This will provide the government with a standard cost model to be used to compare proposals. The cost model is for evaluation purposes and the actual number of individuals needed in the various labor categories will be determined upon negotiation of individual task orders.

(1) *Exhibit 1: Proposal Cover Sheet.* A single page containing all the information specified in Section I, General Instructions, Part A, Items 1 through 11 of Table 15-2 as shown in FAR 15.408. JA Form 038 (See Section J, paragraph J.1, subparagraph (b), Attachment D) is an attachment to this solicitation and may be used to satisfy this requirement.

(2) *Exhibit 2 and 2A: Summary of Cost/Price and Fee/Profit.*

a. Exhibit 2 includes the total cost, total fee, total cost plus fee, and a grand total broken out by phase-in period, individual contract years, total excluding phase-in period, and grand total. Identify, as a separate amount, any phase-in costs associated with the phase-in period and transition from the current contract requirements and staffing levels to those anticipated to fulfill the requirements of this RFP. Include the cost of administration, relocation, employee sign-on, training, retraining, and any other costs associated with the phase-in/phase-out plan. Phase-in costs shall be fully explained and related to the phase-in/phase-out plan included in the Offeror's Mission Suitability Proposal. Phase-in shall start on the effective date of the contract.

b. Exhibit 2A is similar to Exhibit 2 except that subcontractors of \$1M or more are broken out from the prime contractor's cost.

(3) *Exhibit 3: Summary of Elements of Costs--Total Program.* This exhibit summarizes the elements of cost (excluding fee) by contract year for the various periods in the contract (base and options). Details of the various elements of cost are to be shown in the schedules. For purposes of proposal submissions, the following chart of Other Direct Costs (ODCs) which only reflects material, travel, and training is provided for use in the Offeror's cost model.

These amounts represent the Government's current best estimate of contract requirements.

Description	Year 1	Year 2	Year 3	Year 4	Year 5	Total Estimated Cost
Total ODCs	\$7M	\$7M	\$10M	\$10M	\$10M	\$44M

All costs shown above for ODCs are exclusive of any indirect expenses. Therefore, unless it is not the Offeror's normal accounting practice to do so, include these costs in the cost base used to compute the G&A expense.

(4) *Exhibit 4: Summary of Rates.* This exhibit reflects the overhead and G&A rates by contract year and Offeror's fiscal year. Other burden rates (e.g., fringe benefits, material overhead) must be shown separately. This exhibit summarizes the Offeror's fiscal year date from Schedule B and Schedule C for Overhead and G&A, respectively. Identify the Offeror's fiscal year in the space provided (e.g., 12-31-03), and show the Offeror's rates for its applicable accounting periods for the various contract years. Provide explanations for deviations of the contract rate from the fiscal year rates. Ceilings, if proposed, must be expressed as a percentage rate for each contract year.

(5) *Exhibit 5: Summary of Key Personnel Labor Rates.* This exhibit identifies all key personnel with their actual hourly labor rates shown as a current identified payroll date. For any

individual not currently employed by the Offeror, show the hourly labor rate at which the individual has agreed to be hired should the Offeror be selected for contract award.

(6) *Exhibit 6: Proposed Staffing Requirement.*

a. This exhibit shows how the Offeror plans to obtain the required personnel for the first year of performance by identifying the number of personnel to be obtained (1) from within the company, (2) from the current incumbent(s), and (3) through new hires. For personnel to be obtained from within the company, provide current and proposed labor rates accompanied by an explanation of how the proposed rate was determined. For personnel to be obtained from the current incumbent(s) or through new hires, identify the source of the proposed labor rates. If key personnel are to be relocated to the San Francisco Bay Area, include associated costs.

b. The Offeror shall propose direct labor utilizing historical information provided in this solicitation (See Attachment J.1(b) ATTACHMENT K). Again, the information provided by the Government is for establishment of a standard pricing model and is not intended to represent a binding requirement.

c. Identify the number of nonproductive hours per person per year. A nonproductive hour is an hour expended for non-work time such as vacation, holidays, sick leave, and other personal leave. State the number of hours for each of these elements. Explain how the nonproductive hours will be accumulated and charged. State policies for treating accumulated vacation and unused sick leave hours, as well as for their treatment at contract completion. Explain policies for overtime eligibility, the amount of overtime premium, and charging of premium. This includes the application of benefits (full or partial) to be applied to the overtime premium. Also explain, if applicable, treatment, rates, and cost for shift differentials.

(7) *Schedule A: Direct Labor Cost Summaries.* This schedule shows the direct labor cost by labor category for each contract year with the labor rates used to compute the cost. The projected labor rates must be based on current rates escalated for each year of contract performance. The annual rate of escalation recommended by NASA Headquarters is 3% per year, but is not mandatory. Provide rationale and justification for escalation rates proposed if different from the Government Rate of Change.

(8) *Schedule B: Overhead Expense Schedule.* This schedule shows, by Offeror's fiscal year, each item of expense included in the Overhead pool. In addition to showing projected expenses through the life of the contract, including all options, show the actuals for each of the prior three fiscal years. If more than one overhead pool is proposed, a separate Schedule B must be included for each pool and appropriately identified. Provide the base for distribution and the amount of the base on this schedule. If the rates are negotiated forward pricing rates, furnish the name of the Government agency with whom they were negotiated and the date of negotiations. If not negotiated, state the basis of the rates.

(9) *Schedule C: General and Administrative Expense Schedule.* This schedule shows, by Offeror's fiscal year, each item of expense included in the G&A pool. In addition to showing projected expenses through the life of the contract, including all options, show the actuals for each of the prior three fiscal years. Provide the base for distribution and the amount of the base, segregated by firm (backlog) and prospective business, on this schedule. If the rates are negotiated forward pricing rates, furnish the name of the Government agency with whom they were negotiated and the date of negotiations. If not negotiated, state the basis of the rates.

(10) *Schedule D: Schedule of Subcontracts.* This schedule summarizes the activity proposed to be subcontracted and includes all subcontracts that have an aggregate cost of \$1M or more. These subcontractors are required to submit all applicable cost exhibits and schedules specified in this solicitation. Provide subcontract costs completely broken down by cost element for evaluation. In addition, provide the following information:

- a brief description of work to be subcontracted;
- number of quotes solicited and received;
- type of proposed subcontract (i.e., firm-fixed price, cost-plus-fixed-fee, labor hour, etc.);
- subcontractor selected and basis for selection; and
- cost or price analysis performed by the Offeror.

(11) *Fee Schedule.* Submit the proposed fixed fee schedule.

(12) *Accounting System.* The Offeror must provide a brief description of its accounting system. Award of a cost-reimbursement type contract requires an accounting system capable of accurately collecting, segregating and recording costs by contract. If your system has previously been reviewed, and approved by the Government, provide the name and telephone number of the cognizant Government office.

(13) *Facilities Capital Cost of Money.* The amount for Facilities Capital Cost of Money must be separately identified and computed in accordance with Cost Accounting Standards (CAS) 414. To claim this cost, the amount must be calculated using Forms CASB-CMF and DD 1861. (See Section J for attachments.) NOTE: When facilities capital cost of money is included as an item of cost in the Offeror's proposal, it shall not be included in the cost base for calculating profit/fee. In addition, a reduction in the profit/fee objective will be made in the amount equal to the facilities capital cost of money allowed or one percent of the cost base, whichever is less. (See NFS 1815.404-471-5(a).)

(14) *Fringe Benefits.* The Offeror must provide an itemization of the benefits that require employee contributions and the amount of that contribution as a percentage of the total cost of the benefit. Two charts shall be submitted for fringe benefits, one containing the average of fringe benefit information for all the exempt labor categories and one containing the average of fringe benefit information for all the non-exempt labor categories.

(END OF PROVISION)

[END OF SECTION]

SECTION M - EVALUATION FACTORS FOR AWARD TO OFFERORS

M.1 LISTING OF PROVISIONS INCORPORATED BY REFERENCE (FAR 52.232-1) (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at these addresses:

FAR website: <http://acquisition.gov/far/index.html>

NFS website: <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>PROVISION NO.</u>	<u>DATE</u>	<u>TITLE</u>
52.217-5	JUL 1990	EVALUATION OF OPTIONS

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

<u>PROVISION NO.</u>	<u>DATE</u>	<u>TITLE</u>
None included by reference.		

(END OF PROVISION)

M.2 EVALUATION APPROACH

(a) **General.** The contract award will be based on the evaluation of three factors: Mission Suitability (Volume I), Past Performance (Volume II), and Cost/Price (Volume III).

(1) This provision is intended to explain the rationale and precise criteria by which proposals will be assessed by the evaluation team. Offerors are to prepare proposals with these criteria in mind (i.e., in terms of both content and organization), in order to assist the team in determining the relative merit of proposals in relation to the requirements as defined in Section C.

(2) The Government may award a contract based solely on the initial offers received, without discussion of such offers. Accordingly, each Offeror shall submit its initial proposal to the Government using the most favorable terms from a price and technical standpoint.

(3) Proposals will be evaluated in accordance with the requirements of FAR Subpart 15.3, "Source Selection," as supplemented by NFS Subpart 1815.3, "Source Selection." Offerors must recognize that the initial evaluation of proposals and the determination of the competitive range, if any, will be made upon a review of the proposals only, plus some independent investigations that may be made with regard to Past Performance. Discussions will be held only if award on the basis of initial offers is determined not to be in the Government's best interest. If

written or oral discussions are conducted, the Government will seek revised proposals from Offerors within the competitive range.

(4) At the conclusion of discussions (if applicable), as stipulated in FAR 15.307, a Final Proposal Revision (FPR) will be requested from all Offerors still within the competitive range. The FPR shall be submitted in the form of a contractual document (including revisions to the original proposal) that has been executed by an individual with the authority to bind the Offeror. Selection will be made in accordance with the evaluation criteria herein. Contract award may be made without subsequent discussions or negotiation.

(5) The Source Evaluation Board (SEB) will present its findings to the Source Selection Authority (SSA). The SSA's decision shall be based on a comparative assessment of proposals against all source selection criteria in the solicitation. While the SSA may use reports and analyses prepared by others, the source selection decision shall represent the SSA's independent judgment. The Government intends to award a contract resulting from this solicitation to the responsible Offeror whose proposal represents the best value after evaluation in accordance with the criteria set forth in the solicitation.

(b) **Evaluation Factors.** There are three evaluation factors for this procurement: Mission Suitability, Past Performance, and Cost/Price. A general definition of these factors may be found at NFS 1815.304, "Evaluation factors and significant subfactors." Specific information regarding each factor is provided below:

(1) Mission Suitability Factor. The Mission Suitability factor indicates, for each Offeror, the merit or excellence of the work to be performed and the ability of the Offeror to accomplish what is offered, or the product to be delivered. The Mission Suitability factor is rated by adjective and numerically scored in accordance with NFS 1815.305(a)(3), "Technical Evaluation," and the following table:

ADJECTIVAL RATING	DEFINITIONS	PERCENTILE RANGE
Excellent	A comprehensive and thorough proposal of exceptional merit with one or more significant strengths. No deficiency or significant weakness exists.	91-100
Very Good	A proposal having no deficiency and which demonstrates over-all competence. One or more significant strengths have been found, and strengths outbalance any weaknesses that exist.	71-90
Good	A proposal having no deficiency and which shows a reasonably sound response. There may be strengths or weaknesses, or both. As a whole, weaknesses not off-set by strengths do not significantly detract from the Offeror's response.	51-70
Fair	A proposal having no deficiency and which has one or more weaknesses. Weaknesses outbalance any strengths.	31-50
Poor	A proposal that has one or more deficiencies or significant weaknesses that demonstrate a lack of overall competence or would require a major proposal revision to correct.	0-30

Overall, the Offeror's Mission Suitability proposal will be evaluated based on the Offeror's ability to fulfill the technical requirements while meeting quality, schedule, and safety requirements.

The compatibility between the proposed technical approach and proposed total compensation to accomplish the work will be an important consideration in the evaluation of this factor.

(2) Past Performance Factor. This factor indicates the relevant quantitative and qualitative aspects of each Offeror's record of performing services or delivering products similar in size, content, and complexity to the requirements of the current acquisition. This factor provides an opportunity to evaluate the quality of goods and services provided by the Offerors to the agency and other organizations as either a prime or subcontractor.

The Past Performance evaluation assesses the contractor's performance under previously awarded contracts. The past performance evaluation is an assessment of the Government's level of confidence in the Offeror's ability to perform the solicitation requirements. The past performance evaluation shall be in accordance with FAR 15.305(a)(2) and 1815.305(a)(2). When applying the definitions below to arrive at a confidence rating, the SEB's evaluation shall clearly document each Offeror's relevant past performance and the currency of the past performance to assess the Offeror's overall confidence rating assigned. Past Performance shall be evaluated for each Offeror using the following levels of confidence ratings:

Definition of Ratings

Very High Level of Confidence	The Offeror's recent and relevant past performance is of exceptional merit that is highly germane (e.g. size, scope and complexity) to the requirement; indicating exemplary performance in a timely, efficient, and economical manner; very minor (if any) problems with no adverse effect on overall performance. Based on the Offeror's performance record, there is a very high level of confidence that the Offeror will successfully perform the required effort. (One or more significant strengths exist. No significant weaknesses exist. The mere absence of a significant weakness does not make a proposal meet this rating.)
High Level of Confidence	The Offeror's recent and relevant past performance is at least pertinent (e.g. size, scope, and complexity) to the requirement; demonstrating very effective performance that would be fully responsive to contract requirements with contract requirements accomplished in a timely, efficient, and economical manner for the most part with only minor problems with little identifiable effect on overall performance. Based on the Offeror's performance record, there is a high level of confidence that the Offeror will successfully perform the required effort. (One or more significant strengths exist. Strengths outbalance any weakness.)
Moderate Level of Confidence	The Offeror's recent and relevant past performance may be limited in terms of the size, scope and complexity when compared to this acquisition, and it demonstrates effective performance; fully responsive to contract requirements; reportable problems, but with little identifiable effect on overall performance. Based on the Offeror's performance record, there is a moderate level of confidence that the Offeror will successfully perform the required effort. (There may be strengths or weaknesses, or both.)
Low Level of Confidence	The Offeror's recent and relevant past performance may be limited in terms of the size, scope and complexity when compared to this acquisition, and it demonstrates meets or slightly exceeds minimum acceptable standards; adequate results; reportable problems with identifiable, but not substantial, effects on overall performance. Based on the Offeror's performance record, there is a low level of confidence that the Offeror will successfully perform the required effort. Changes to the Offeror's existing processes may be necessary in order to achieve contract

	requirements. (One or more weaknesses exist. Weaknesses outbalance strengths.)
Very Low Level of Confidence	The Offeror's recent and relevant past performance demonstrates performance that does not meet minimum acceptable standards in one or more areas; remedial action required in one or more areas; problems in one or more areas, which adversely affect overall performance. Based on the Offeror's performance record, there is a very low level of confidence that the Offeror will successfully perform the required effort. (One or more deficiencies or significant weaknesses exist.)
Neutral/Unknown Confidence	In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available, the Offeror may not be evaluated favorably or unfavorably on past performance [see FAR 15.305(a) (2) (ii) and (iv)].

(3) **Cost/Price Factor.** This factor is used to assess what each Offeror's proposal will cost the Government should it be selected for award. Proposed costs are analyzed to determine the cost/price and associated risks of doing business with an Offeror based upon the Offeror's proposed approach for the proposed price. A cost realism analysis will be performed to assess the reasonableness and realism of the proposed costs. It is not numerically scored.

(c) **Mission Suitability Factor (Volume I).** The Offeror's Mission Suitability proposal will be evaluated based on the Offeror's ability to fulfill the technical requirements while meeting quality, schedule, and safety requirements. The compatibility between the proposed technical approach and the overall resources proposed to accomplish the work will be an important consideration in the evaluation of this factor. In addition, proposal risk will be evaluated with respect to cost, performance, technical approach, and management approach. Mission Suitability subfactors will be assigned adjectival ratings and numerical scores. Information submitted in Volume I of the proposal that is not relevant to the Mission Suitability factor will not be evaluated.

If the SEB determines that a proposal does not adequately demonstrate the offeror will be able to perform the work with the resources proposed, the SEB may determine this to be a mission suitability weakness as well as require an adjustment for probable cost. This integration between mission suitability findings and probable cost adjustments is critical to accomplishing cost realism.

The Offerors will be evaluated and scored based on the Mission Suitability subfactors set forth below. (Note: the following outline should not be construed as an indication of the order of importance or relative weighting within individual elements of the Mission Suitability subfactors as there are no discrete point values to any of the elements.)

INDEX OF MISSION SUITABILITY SUBFACTORS				
Para.	Subfactor Title	Elements		Format
A	Management Approach	1	Organizational Structure/Partnering Approach	Oral
		2	Response to Case Study A	Oral
		3	Response to Case Study B	Oral
		4	Key Personnel	Oral
		5	Staffing, Recruitment, Retention and Training	Oral
		6	Phase-In Plan	Oral

		7	Key Personnel	Written
		8	Total Compensation Plan	Written
		9	Organizational Conflicts of Interest Avoidance Plan	Written
B	Technical Understanding			Written
C	Safety and Health Plan			Written
D	Small Business Utilization			Written

A. Management Approach. This subfactor will be used to evaluate the Offeror's management and business approaches. Under this subfactor, an evaluation will be made of the Offeror's overall management and business approach to coordinating, performing, integrating, controlling, and accomplishing the requirements of the SOW from start-up through the life of the contract.

1. Organizational Structure/Partnering Approach – Oral Presentation. The Offeror's rationale and approach to the following will be evaluated to determine reasonableness, effectiveness, and efficiency:

- How the Offeror's organizational structure provides clear internal and external lines of authority, including the Offeror's diagrams of the structural connections or associations of the entities responsible for this work with any corporate or division organizations and any subcontractors.
- Organization and coordination of all performing entities, in particular all subcontractors, and their relationship to the overall effort.
- Authority and responsibility vested in site and technical task managers and their access to corporate or company resources to support the contract through all phases.
- Plan to be used to develop and to manage the execution of multiple task orders, changing tasks, task priorities, resources, and schedules in a timely, efficient and cost effective manner.
- Process(es) for managing the contract including contract modifications, task modifications, handling changing environments, and problem resolution techniques.
- Process(es) for initiating new subcontracts and vendor agreements, managing small vendors as well as large and with one time requirements and long-term relationships.
- Process(es) for managing new technology, licensing and technology transfer.
- Services, facilities, equipment, and staff assistance, beyond that required for the on-site staff, that can be obtained for this contract that are either internal or external to the corporation, how these resources can be obtained or provided, and the corporate commitment and flexibility to provide these resources when requested. Include technical and business assistance provided by corporate offices of the prime and major subcontractors, including technical consultants, human resources, procurement, subcontracting, legal, and foreign national processing support.
- Benefits to the Government of the above identified resources (in terms of mission impact, cost savings, technical resources, efficiency improvements, etc.) where appropriate.
- Developing and infusing best practices and industry standards.

2. Response to Case Study A – Oral Presentation. The Case Study (A) below is provided to enable the Government to evaluate the Offeror's overall understanding of the

management challenges of a research and development organization. Accordingly, the Government will evaluate the comprehensiveness, effectiveness, and efficiency of the following in the Offeror's response:

- Management approach
- Unique and critical aspects of the management approach
- Implementation and operational schedule
- Identification and mitigation of risks
- Assumptions made in responding to the case study
- Elements and justification of costs that must be considered (labor hours, ODCs, etc.)

3. Response to Case Study B – Oral Presentation The Case Study (B) below is provided to enable the Government to evaluate the Offeror's overall understanding of the management challenges of a research and development organization. Accordingly, the Government will evaluate the comprehensiveness, effectiveness, and efficiency of the following in the Offeror's response:

- Management approach
- Unique and critical aspects of the management approach
- Processes that are required to support this requirement
- Identification and mitigation of risks
- Assumptions made in responding to the case study

4. Key Personnel – Oral Presentation. The Offeror's approach and rationale to the following will be evaluated to determine reasonableness, efficiency, and effectiveness:

- Key positions including the allocation of those positions between the prime and any proposed subcontractors.
- Position descriptions including authorities, assignments, experience, and skills required of key personnel.
- Individuals assigned to these key positions and percentage of their time allocated to this contract.
- Staffing approach for key personnel during absences due to vacation, illness, etc.
- Procedures for replacing key personnel.

5. Staffing, Recruitment, Retention and Training – Oral Presentation. The Offeror's approach to and rationale for the following will be evaluated to determine appropriateness, reasonableness, effectiveness, and efficiency:

- Proposed approach to providing the staffing (skill mix) necessary to perform the requirements contemplated in the statement of work, including the assignments and the skills required for other-than-key personnel and incumbent skill retention.
- Recruitment plans, methods, and employee retention plans, including plans for internal training, mentoring, and career development.
- Any difficulties anticipated in fulfilling the staffing requirements of this contract and the plans to overcome those difficulties.

- Any process for dealing with underperforming employees.
- Information concerning other policies and incentives aimed at contributing to employee retention, morale, productivity, growth and development.
- Plans for short notice, rapid (within 30 calendar days) recruiting of experienced and qualified personnel (other than key personnel), subcontracting arrangements, and other cross-utilization of personnel to meet changing requirements of the contract.
- Propose methods and procedures for specific projects that may have a defined period of performance of less than one year.
- Processes for hiring and retaining uniquely qualified individuals, including senior researchers and foreign nationals with various immigration status (H1, J1, green card, etc.).

6. Phase-in Plan – Oral Presentation. The Offeror's approach to and rationale for the following will be evaluated to determine completeness, reasonableness, effectiveness, and efficiency:

- Proactive approaches to ensuring efficient continuation of operations during contract turnover, addressing issues typically encountered during the initial and ongoing transition of personnel.
- Proposed key or other personnel (by title and function), and their availability, who will participate during the phase-in and rationale.
- Estimate of, and supporting rationale for, the number of incumbent contractor employees expected to be hired.
- The impact of the Offeror's policy for continuing and/or replacing the benefits of the incumbent contractor's employees expected to be hired (e.g., seniority, accrued sick and annual leave, compensatory time, health plans, 401k plans, etc.).
- Availability of a benefits specialist for the duration of phase-in during office hours (9:00 am – 5:00 pm Pacific Time).

7. Key Personnel – Written Proposal. The Offeror's Key Personnel written proposal (including the following: commitment letters, and resumes for key management and technical personnel) will be evaluated to determine reasonableness and effectiveness.

8. Total Compensation Plan – Written Proposal

The Government will evaluate the Offeror's Total Compensation Plan for all personnel proposed, in accordance with NFS provision 1852.231-71, "Determination of Compensation Reasonableness," and FAR provision 52.222-46, "Evaluation of Compensation for Professional Employees."

The categories of personnel that are in a bona fide executive, administrative or professional capacity as defined by FAR 22.1102 and 29 CFR 541 will be evaluated.

The breakdown of salaries/wages, along with an itemization of the benefits that require employee contributions and the amount of that contribution as a percentage of the total cost of the benefit will be evaluated. Two charts, one containing the average of fringe benefit information for all the exempt labor categories and one containing the average of fringe benefit information for all the non-exempt labor categories will be evaluated.

The supporting data, such as recognized national, regional, and local compensation surveys and studies of professional, public and private organizations, used in establishing the total professional compensation structure will be evaluated.

9. Organizational Conflict of Interest Avoidance Plan – Written Proposal. The offeror's Organizational Conflict of Interest Avoidance Plan will be evaluated for a complete and comprehensive response to ensuring compliance with and assurances that all safeguards are in place to maintain control, handling and non-disclosure of sensitive data in conformance with contract requirements. Specifically, the Plan will be evaluated to ensure it addresses all the requirements identified in Section H, paragraph H.10, Organizational Conflicts of Interest, and Limitation on Future Contracting, and Section I, paragraph I.1, NFS 1852.237-72, Access to Sensitive Information relative to the offeror's understanding and proposed methodology for implementation of the above contract requirements.

B. Technical Understanding – Written Presentation (Subfactor). Each proposal will be examined to evaluate the Offeror's overall understanding of the requirement and technical approach. Restating the Statement of Work (SOW) will not be interpreted as demonstrating understanding.

The Offeror's proposal will be evaluated on how well it demonstrates its comprehension of each of the requirements of the SOW and specifically addresses how the work will be accomplished. The Offeror's approach and understanding to the following will be evaluated to determine soundness, technical merit, innovativeness, efficiency, and effectiveness:

- How the broad spectrum of technical areas of the SOW will be managed in a coherent, integrated manner that will meet each of the requirements defined in the Statement of Work, specifically addressing the requirements of each of the Technology Areas.
- Complete, balanced, and consistent, and shall clearly demonstrate an understanding of all the technical areas of the Statement of Work (SOW) and their interrelationships.
- Approach to staying abreast of innovative technologies and adopting them where appropriate.
- Identification of risk areas and recommend approaches to minimize the probability and impact of those risks.

C. Safety and Health Plan – Written Proposal (Subfactor). The Offeror's Safety and Health Plan will be evaluated for a complete and comprehensive response to the management of safety and health hazards that will be expected during this contract in accordance with NPR 8715.3A and APR 1700.1. The Offeror's approach and understanding to the following will be evaluated to determine soundness, technical merit, innovativeness, efficiency, and effectiveness:

- (1) Statement of the policy and program goals concerning safety and health.
- (2) Safety and health program management structure, including whether the plan clearly defines safety assignments and specific safety roles to individuals by name and title.
- (3) Safety management program elements, including whether the plan appropriately covers techniques for achieving program goals and includes:

- (i) Methods to make certain that clear statements of hazardous situations and necessary cautions are in documents which detail operations, such as inspection, test, and operating procedures.
- (ii) Means for ensuring that every employee understands how to recognize hazards and how to avoid having mishaps.
- (iii) Procedures for certification of personnel performing potentially hazardous operations. Identify certifications and corresponding training requirements and/or physical conditions that are required to perform work.
- (iv) Controls over the procurement, storage, issuance, and use of hazardous substances and procedures for management of hazardous waste.
- (v) Controls for special hazards such as lasers, explosives, biohazards, power-actuated hand tools, high-pressure devices, etc.
- (vi) Method of making sure that emergency plans and procedures are current and sufficient.
- (vii) Method for reporting and investigating accidents and incidents (mishaps).

D. Small Business Utilization – Written Proposal (Subfactor).

The evaluation of Small Business Subcontracting applies to all Offerors. Although small business concerns are not required to submit a Small Business Subcontracting Plan as required by FAR clause 52.219-9, *Small Business Subcontracting Plan* and its *Alternate II*, NASA will evaluate small business subcontractor participation to the extent that subcontracting opportunities exist.

The evaluation of SDB participation applies to all Offerors except SDB offerors unless the SDB Offeror has waived the price evaluation adjustment factor by completing paragraph (c) of FAR clause 52.219-23. The waiver, if elected, makes the particular SDB offeror INELIGIBLE for the price evaluation factor adjustment but ELIGIBLE for the “evaluation credit” (points) associated with the SDB participation described in Section M.

1. Small Business Subcontracting Plan:

The Small Business Subcontracting Plan will be evaluated in terms of the Offeror’s proposed subcontracting goals (overall subcontracting goals and individual subcontracting goals by category) in comparison to the Contracting Officers assessment of the appropriate subcontracting goals for this procurement. The Small Business Subcontracting Plan will also be evaluated in terms of the reasonableness and soundness of the Offeror’s independent assessment to achieve the proposed overall subcontracting goals and the individual subcontracting goals by category. The evaluation will include the reasonableness of rationale for any goal that is less than the Contracting Officer’s recommended goal for any category, the reasonableness of efforts made to establish a goal for that category, as well as on-going efforts, if any, the Offeror plans during performance to increase participation in that category. This evaluation of the Small Business Subcontracting Plan will be on the basis of total contract value. The Small Business Subcontracting Plan will also be evaluated in terms of meeting the requirements of FAR 19.704 Subcontracting Plan Requirements.

Additionally, NASA will evaluate:

- The reasonableness and quality of the rationale provided to substantiate the proposed goals in the Small Business Subcontracting Plan.
- The reasonableness and quality of the rationale specific to work that will be performed by the small business subcontractor(s). NASA will also evaluate the extent to which SB concerns are specifically identified and the extent of commitment to use SB firms (for example, enforceable commitments vs. non-enforceable commitments.)
- The quality of Offeror's past performance in small business utilization as an indicator of commitment to utilize small business concerns.
- The reasonableness and quality of information demonstrating the extent of commitment to utilize small business concerns and to support their development.

Small Businesses are not required to submit a Subcontracting Plan.

A proposal will not be rejected solely on the basis of an Offeror proposing subcontracting goals that are less than those listed in Section L.7.(a)D1, "Small Business Subcontracting Plan"; however, if the proposed goals are less than the NASA stipulated goals, an explanation must be provided and will be evaluated.

2. Other:

- a. For large businesses, NASA will evaluate the reasonableness of the following:

Rationale to substantiate the proposed goals in the Small Business Subcontracting Plan

If appropriate, plans to allocate contracting to Small Business concerns and rationale for the phase-in plan.

- b. For small businesses, NASA will evaluate the reasonableness of the following:

Rationale to substantiate the anticipated subcontracting.

3. SDB Participation – Contract Targets:

Separately from Small Business Subcontracting, NASA will evaluate SDB Participation.

This evaluation applies to both large businesses and small businesses.

NASA will evaluate the reasonableness of proposed target SDB participation in the approved NAICS Industry Subsectors against IDIQ MAXIMUM ORDERING VALUE.

NAICS code 541712 - Research and Development in the Physical, Engineering, and Life Sciences, with a size standard of 500.

4. SDB Participation – Other:

Additionally, NASA will evaluate other information as follows. The information below will only be evaluated to the extent that it pertains to SDBs in the authorized NAICS Industry Subsectors.

NASA will evaluate the reasonableness of the following:

Rationale to substantiate the proposed targets for SDB participation.

The Offeror's established or planned procedures and organizational structure for SDB outreach, assistance, counseling, market research and SDB identification, and relevant purchasing procedures. For large business Offerors, this information should conform to its submitted Small Business Subcontracting Plan.

(d) Past Performance Factor (Volume II).

(1) By acquiring and reviewing information from a variety of sources, the Government will evaluate each Offeror's suitability to fulfill the requirements of this contract. The Government will evaluate the currency and relevance of the information, source of the information, context of the data, and general trends in performance of the Offeror and major subcontractors. Specifically, the Government will evaluate information on past and current performance regarding relevant technical performance, contract management, and corporate management responsiveness.

(2) By reviewing references of past and active relevant technical performance, the Government will evaluate the Offeror's and major subcontractors' experience level in providing services that are similar in complexity and function to those that will be performed under this contract. The past and active relevant technical performance review will allow the Government to evaluate the depth of the Offeror's and major subcontractors' experience, whether newly acquired or established over time. The review will also allow the Government to evaluate the degree of success with which the Offeror and major subcontractors have satisfied technical requirements of relevant past and active contracts.

(3) A review of Offeror's and major subcontractors' performance of past and active contract management will allow the Government to evaluate the effectiveness, timeliness, and success of in-place procedures and processes in the areas of contract, subcontract and task management, human resources, procurement, and subcontracting goals. The Government evaluation will consider evidence of past and present contract management performance that displays simple and efficient procedures and processes. The Government evaluation will consider serious performance problems, any termination for default, any environmental violations, and any safety violations cited. The evaluation will include a human resources review that will look for a record of retention of a stable, technically qualified, motivated workforce, with allowances for fluctuations in the workforce reflecting workload fluctuations.

(4) The review of the Offeror's corporate management responsiveness will allow the Government to evaluate current and past performance that was affected by the position of the Offeror in relation to its overall corporate management hierarchy and to gain insight into the lines of authority to which the Offeror has been subjected during the performance of contracts. The corporate management responsiveness evaluation will favor Offerors that display evidence of operations free from an unwarranted number of intrusive, day-to-day work hindering decisions from an entity other than the entity that is to perform the work under this contract. In doing so, the Government will be looking for entities that will be able to function relatively autonomously, free from decisions made by "outside" entities that would have negative impacts on satisfying task or contract requirements. If the Government does not see evidence of this type of autonomy, it will consider the degree and effectiveness of authority that another entity displayed and exerted over the entity that will be performing the work under this contract. In this case, the evaluation may consider the performance record of both entities. The evaluation will consider performing entities that exhibit little or no authority over their own operations as unacceptable.

(5) The Government reserves the right to evaluate past performance information from subcontractors other than major subcontractors that may be deemed critical by the Government, and from entities that will substantially contribute to the proposed contract, or have the potential to significantly impact performance of the proposed contract.

(6) If an Offeror does not have any relevant past performance history as determined herein, it will not be evaluated favorably or unfavorably and will be given a neutral level of assessment.

(7) Other Information:

a. Past Performance Evaluation Criteria. The past performance of the Offeror and major subcontractors will be thoroughly evaluated in the following areas: Relevant Technical Performance, Contract Management, and Corporate Management Responsiveness. The Government will also evaluate other information submitted by the Offeror and major subcontractors as well as information from other sources as described in Section L.

1. *Relevant Technical Performance.* The Government will review recent and active contracts to determine the relevancy of the experience to the work anticipated to be performed under this proposed contract. Also, the Government will review relevant recent and active contracts and assess the quality of the technical work performed under those contracts. The Government will consider the currency and relevance of the information, source of the information, context of the data, and general trends in performance of the Offeror and major subcontractors. In evaluating technical performance, consideration will be given to the following:

- Compliance with technical and schedule requirements
- Contractor flexibility and effectiveness in dealing with changes to technical requirements
- Innovation and resource-efficient solutions to satisfy requirements
- Key personnel performance
- Ability to assess and re-assign staff based on technical performance
- Problems encountered and their resolutions
- Accomplishment of task objectives without constant, direct customer oversight
- Approach to dealing with short-term high demand requirements
- Infusion of best practices and lessons learned

2. *Contract Management.* The Government will evaluate the Offeror's and major subcontractors' recent and current performance in the area of contract management. The Government will consider the currency and relevance of the information, source of the information, context of the data, and general trends in performance of the Offeror and major subcontractors. In evaluating contract management, consideration will be given to the following:

- Management of both small and large tasks as well as the simultaneous management of a large number of varied tasks
- Conformance with the terms and conditions of contracts, including delivery of products and reports, and adherence to cost and schedule constraints
- Subcontract management
- Ability to attract and retain high-caliber technical employees to address contract objectives
- Retention of incumbent contractor employees during first year of follow-on contracts

- Management of the phase-in period to ensure efficient continuation of operations during contract turn-over
- Management of technology transfer

3. *Corporate Management Responsiveness.* The Government will evaluate the Offeror's and major subcontractors' relevant corporate past performance, and the relationship of the Offeror to any entities within the corporation that will substantially contribute to the proposed contract or have the potential to significantly impact the proposed contract, and how well they have worked together in the past. The Government will consider the currency and relevance of the information, source of the information, context of the data, and general trends in performance of the Offeror and major subcontractors. The Government will evaluate the impact of the Offeror's, major subcontractor's, and other entities' performance in the following areas.

- Responsiveness of corporate management to contract problems
- Extent of corporate management involvement in the operation of the contract
- Qualifications of on-site contract management
- Any overruns in direct and indirect overhead rates and their impact on overall cost performance
- Management performance problems encountered and their resolutions
- Management of process for hiring and retaining uniquely qualified individuals, including senior researchers and foreign nationals with various immigration statuses

4. *Other Information.* The Government will also evaluate the following for all relevant contracts:

- For contracts requiring a small business subcontracting plan, the extent of meeting the overall small business and SDB subcontracting goals
- For Award Fee or Incentive Fee Contracts, the rating scale and the fee results by evaluation period.

Past performance will also be evaluated based on information obtained through the NASA Past Performance Data Base (PPDB) or similar systems of other Government departments and agencies, questionnaires tailored to the circumstances of this acquisition, Defense Contract Management Agency (DCMA) channels, interviews with program managers and contracting officers, and other sources known to the Government, including commercial sources. Offerors are notified that, in conducting an assessment of past performance, the Government reserves the right to use both data provided by the Offeror and data obtained from other sources.

(e) Cost/Price Factor (Volume III)

(1) The Offeror's cost/price proposal will be evaluated, using one or more of the techniques defined in FAR 15.404, in order to determine if it is reasonable and realistic.

(2) The Government will evaluate the realism of each Offeror's proposed costs to ensure that the Offeror understands the magnitude and complexity of the effort. This will include an evaluation of the extent to which proposed costs indicate a clear understanding of solicitation requirements, and reflect a sound approach to satisfying those requirements. This assessment will consider technical/management risks identified during the evaluation of the proposal and associated costs. Offerors are required to use the Pricing Model Staffing Plan (Attachment

J.1(b) ATTACHMENT K) for establishment of a standard pricing model but please note that the Pricing Model Staffing Plan is not intended to represent a binding requirement. Cost information supporting a cost judged to be unrealistic and the technical/management risk associated with the proposal will be quantified by the Government evaluators and included in the assessment for each Offeror.

(3) The results of the assessment described above will be the following:

a. A determination of the Probable Cost of the Offeror's proposal, computed by the Government for the basic requirements (basic award) and all options, excluding phase-in costs. The Probable Cost shall be established by the Government's estimate of anticipated performance costs plus any fee proposed.

b. Probable costs will be given a confidence level rating of "High," "Medium," or "Low," in accordance with [NFS 1815.305\(a\)\(1\)](#), "Cost or price evaluation."

c. The evaluators will substantiate each confidence rating.

If the SEB determines that a proposal does not adequately demonstrate the offeror will be able to perform the work with the resources proposed, the SEB may determine this to be a mission suitability weakness as well as require an adjustment for probable cost. This integration between mission suitability findings and probable cost adjustments is critical to accomplishing cost realism.

(4) Evaluation of options shall not obligate the Government to exercise such options.

(END OF PROVISION)

M.3. WEIGHTING AND SCORING

(a) The essential objective of this procurement process is to identify and select the contractor able to successfully meet the Government's needs in the manner most advantageous to the Government, all factors considered. The evaluation factors are described in Clause ARC 52.215-104 (Evaluation Approach).

(b) The Mission Suitability factor will be rated by adjective and numerically weighted and scored in accordance with the numerical system established below. The other factors (i.e., Past Performance and Cost/Price) are not similarly weighted or scored. Past Performance is assigned a level of confidence. Cost/Price will be evaluated for realism, a probable cost adjustment will be made if appropriate, and a confidence level rating will be assigned. The Source Selection Authority's (SSA) decision shall be based on a comparative assessment of proposals pursuant to source selection criteria prescribed in this solicitation. While the SSA may use reports and analyses prepared by others, the source selection decision shall represent the SSA's independent judgment.

(c) Of the evaluation factors identified above, Mission Suitability is somewhat more important than Past Performance, and Past Performance is significantly more important than Cost. Evaluation factors other than Cost, when combined, are significantly more important than Cost. Offerors should note that items within any factor, if found to be unsatisfactory, may be the basis for rejection of an offer.

(d) The numerical weights assigned to the Mission Suitability subfactors are indicative of the relative importance of those evaluation areas. The Mission Suitability subfactors to be evaluated are weighted for purposes of assigning numerical scores as follows:

MISSION SUITABILITY	
Subfactors	Assigned Weight
Management Approach Organizational Structure/Partnering Approach Response to Case Study A Response to Case Study B Key Personnel Staffing, Recruitment, Retention, and Training Phase-in Plan Total Compensation Plan Organizational Conflicts of Interest Avoidance Plan	450
Technical Understanding	350
Safety and Health Plan	100
Small Business Utilization	100
TOTAL	1000

(END OF PROVISION)

[END OF SECTION]